

EXHIBIT 2



The Philadelphia Courts Civil Docket Access

Case Description

Case ID: 190303355
Case Caption: A. VS ROOSEVELT INN LLC AND ROOSEVELT INN LLC D/B/
Filing Date: Wednesday, March 27th, 2019
Court: MAJOR JURY-COMPLEX
Location: City Hall
Jury: JURY
Case Type: PERSONAL INJURY - OTHER
Status: DEFERRED - BANKRUPTCY

	COMMENCEMENT CIVIL	BEZAR, NADEEM	27-MAR-2019
27-MAR-2019	ACTION JURY	A	09:39 AM
08:50 AM			

Documents: [Final Cover](#)

Docket
Entry: *none.*

27-MAR-2019	COMPLAINT FILED NOTICE	BEZAR, NADEEM	27-MAR-2019
08:50 AM	GIVEN	A	09:39 AM

Documents: [Complaint.pdf](#)

Docket COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS
Entry: AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED.

01-APR-2019	ATTEMPTED SERVICE - NOT	01-APR-2019
02:12 PM	FOUND	02:14 PM

Documents: [160877.08_AFFIDAVIT_B2E2A1DF-3128-4747-9E08-879F6F4DA16C.pdf](#)

Docket
Entry: RAMARA, INC. NOT FOUND ON 03/28/2019.

03-APR-2019	AFFIDAVIT OF SERVICE	03-APR-2019
11:21 AM	FILED	11:22 AM

Documents: [160877.07_AFFIDAVIT_34FFF16B-4587-7B4B-A5E8-A859453381AA.pdf](#)

Docket AFFIDAVIT OF SERVICE OF COMPLAINT UPON NORTH AMERICAN
Entry: MOTOR INNS INC DBA BY PERSONAL SERVICE ON 03/28/2019
 FILED.

04-APR-2019 AFFIDAVIT OF SERVICE 04-APR-2019
11:23 AM FILED 11:30 AM

Documents: [160877.01 AFFIDAVIT CC20C61E-3E55-EE40-867A-AA244B79B289.pdf](#)

Docket AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON
Entry: ROOSEVELT INN LLC AND ROOSEVELT INN LLC D/B/A ROOSEVELT
INN BY PERSONAL SERVICE ON 03/28/2019 FILED.

04-APR-2019 AFFIDAVIT OF SERVICE 04-APR-2019
11:25 AM FILED 11:30 AM

Documents: [160877.02 AFFIDAVIT 9E5BE1A6-51B6-2445-9D26-B132F55D6AB1.pdf](#)

Docket AFFIDAVIT OF SERVICE OF COMPLAINT UPON ROOSEVELT MOTOR
Entry: INN INC BY PERSONAL SERVICE ON 03/28/2019 FILED.

04-APR-2019 AFFIDAVIT OF SERVICE 04-APR-2019
11:28 AM FILED 11:30 AM

Documents: [160877.03 AFFIDAVIT 11301F2A-C098-CA4C-943B-858222C0FF79.pdf](#)

Docket AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON 4200
Entry: ROOSEVELT LLC AND 4200 ROOSEVELT LLC D/B/A DAYS INN BY
PERSONAL SERVICE ON 03/28/2019 FILED.

04-APR-2019 AFFIDAVIT OF SERVICE 04-APR-2019
11:33 AM FILED 11:35 AM

Documents: [160877.04 AFFIDAVIT 15F46754-BCA0-774E-957C-F42362B429A9.pdf](#)

Docket AFFIDAVIT OF SERVICE OF COMPLAINT UPON 4200 ROSE
Entry: HOSPITALITY LLC AND 4200 ROSE HOSPITALITY D/B/A BY
PERSONAL SERVICE ON 03/28/2019 FILED.

04-APR-2019 AFFIDAVIT OF SERVICE 04-APR-2019
11:35 AM FILED 11:36 AM

Documents: [160877.05 AFFIDAVIT 6E715B0E-FAE3-CE4F-BC82-81F2516634C1.pdf](#)

Docket AFFIDAVIT OF SERVICE OF COMPLAINT UPON DAYS INN BY
Entry: PERSONAL SERVICE ON 03/28/2019 FILED.

04-APR-2019	AFFIDAVIT OF SERVICE		04-APR-2019
11:37 AM	FILED		11:46 AM

Documents: [160877.06_AFFIDAVIT_D216D89E-C826-7540-BA2F-37DD63355CE8.pdf](#)

Docket Entry: AFFIDAVIT OF SERVICE OF COMPLAINT UPON DAYS INN BY WYNDHAM D/B/A DAYS INN BY PERSONAL SERVICE ON 03/28/2019 FILED.

04-APR-2019	ENTRY OF APPEARANCE	NOCHO, KYLE B	04-APR-2019
12:39 PM			01:12 PM

Documents: [\(8\) EOA-KBN.pdf](#)

Docket Entry: ENTRY OF APPEARANCE OF KYLE B NOCHO FILED. (FILED ON BEHALF OF C A)

05-APR-2019	ENTRY OF APPEARANCE	MARKS, EMILY B	05-APR-2019
10:15 AM			10:18 AM

Documents: [\(9\) EOA-EBM.pdf](#)

Docket Entry: ENTRY OF APPEARANCE OF EMILY B MARKS FILED. (FILED ON BEHALF OF C A)

08-APR-2019	AFFIDAVIT OF SERVICE	BEZAR, NADEEM	08-APR-2019
01:02 PM	FILED	A	01:15 PM

Documents: [\(10\) AOS-Wyndham Hotel Group, LLC.pdf](#)

Docket Entry: AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON WYNDHAM HOTEL GROUP LLC BY CERTIFIED MAIL ON 03/29/2019 FILED. (FILED ON BEHALF OF C A)

08-APR-2019	AFFIDAVIT OF SERVICE	BEZAR, NADEEM	08-APR-2019
01:05 PM	FILED	A	01:16 PM

Documents: [\(11\) AOS-Wyndham Hotels and Resorts LLC.pdf](#)

Docket Entry: AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON WYNDHAM HOTELS AND RESORTS LLC BY CERTIFIED MAIL ON 03/29/2019 FILED. (FILED ON BEHALF OF C A)

08-APR-2019	AFFIDAVIT OF SERVICE	BEZAR, NADEEM	08-APR-2019
01:06 PM	FILED	A	01:16 PM

Documents: [\(12\) AOS-Wyndham Worldwide Corporation.pdf](#)

Docket Entry: AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON WYNDHAM WORLDWIDE CORPORATION BY CERTIFIED MAIL ON 03/29/2019 FILED. (FILED ON BEHALF OF C A)

08-APR-2019 01:08 PM	AFFIDAVIT OF SERVICE FILED	BEZAR, NADEEM A	08-APR-2019 01:16 PM
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Documents: [\(13\) AOS-Wyndham Hotel Management Inc.pdf](#)

Docket Entry: AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON WYNDHAM HOTEL MANAGEMENT INC BY CERTIFIED MAIL ON 03/29/2019 FILED. (FILED ON BEHALF OF C A)

08-APR-2019 01:56 PM	AFFIDAVIT OF SERVICE FILED	BEZAR, NADEEM A	08-APR-2019 02:07 PM
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Documents: [\(14\) AOS-UFVS Management Company.pdf](#)

Docket Entry: AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON UFVS MANAGEMENT COMPANY LLC BY CERTIFIED MAIL ON 03/29/2019 FILED. (FILED ON BEHALF OF C A)

10-APR-2019 08:45 AM	AFFIDAVIT OF SERVICE FILED		10-APR-2019 09:35 AM
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Documents: [160877.09.pdf](#)

Docket Entry: AFFIDAVIT OF SERVICE OF COMPLAINT UPON SURATI MANAGEMENT GROUP BY SHERIFF SERVICE BUCKS ON 04/02/2019 FILED.

15-APR-2019 05:59 PM	ENTRY OF APPEARANCE	OBERDICK JR., DANIEL E	16-APR-2019 09:25 AM
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Documents: [PDF CA v Roosevelt et al - EOAs of GSP JJQ and DEO 4-15-19.pdf](#)

Docket Entry: ENTRY OF APPEARANCE OF GRANT S PALMER, DANIEL E OBERDICK AND JAMES J QUINLAN FILED. (FILED ON BEHALF OF UFVS MANAGEMENT COMPANY LLC, ROOSEVELT MOTOR INN INC AND ROOSEVELT INN LLC AND ROOSEVELT INN LLC D/B/A ROOSEVELT INN)

15-APR-2019 06:05 PM	PRELIMINARY OBJECTIONS	OBERDICK JR., DANIEL E	16-APR-2019 09:25 AM
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Documents: [PDF CA v Roosevelt et al - POs to Complaint 4-15-19.pdf](#)

Docket Entry: 86-19041986 PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT FILED. RESPONSE DATE: 05/06/2019 (FILED ON BEHALF OF UFVS MANAGEMENT COMPANY LLC, ROOSEVELT MOTOR INN INC AND ROOSEVELT INN LLC AND ROOSEVELT INN LLC D/B/A ROOSEVELT INN)

23-APR-2019 01:33 PM	AFFIDAVIT OF SERVICE FILED	MARKS, EMILY B	23-APR-2019 01:40 PM
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Documents: [AOS-Ashoka Investments.pdf](#)

Docket Entry: AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON ASHOKA INVESTMENTS & MANAGEMENT SERVICES BY CERTIFIED MAIL ON 04/18/2019 FILED. (FILED ON BEHALF OF C A)

25-APR-2019 08:32 AM	AFFIDAVIT OF SERVICE FILED		25-APR-2019 09:24 AM
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Documents: [160877.10 AFFIDAVIT E6501D76-B201-344F-91D7-86A2FCC764D1.pdf](#)

Docket Entry: AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON RAMARA INC BY PERSONAL SERVICE ON 03/28/2019 FILED.

30-APR-2019 03:44 PM	PRAECIPE TO REINSTATE CMPLT	MARKS, EMILY B	30-APR-2019 03:45 PM
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Documents: [\(24\) Praecipe to Reinstate Complaint.pdf](#)

Docket Entry: COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 REINSTATED. (FILED ON BEHALF OF C A)

06-MAY-2019 12:38 PM	ANSWER TO PRELIMINARY OBJCTNS	BEZAR, NADEEM A	06-MAY-2019 03:49 PM
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Documents: [\(25\) Plaintiffs Response to Pos.pdf](#)

Docket Entry: 86-19041986 ANSWER IN OPPOSITION OF PRELIMINARY OBJECTIONS FILED. (FILED ON BEHALF OF C A)

07-MAY-2019 ENTRY OF APPEARANCE PRIORE, PHILIP D 07-MAY-2019
01:58 PM 02:03 PM

Documents: [Entry w.jury demand.pdf](#)

Docket ENTRY OF APPEARANCE OF PHILIP D PRIORE AND BRIAN J
Entry: CALLAHAN FILED. (FILED ON BEHALF OF 4200 ROSE HOSPITALITY
LLC AND 4200 ROSE HOSPITALITY D/B/A AND 4200 ROOSEVELT
LLC AND 4200 ROOSEVELT LLC D/B/A DAYS INN)

07-MAY-2019 JOINDER-PRELIM. OBJECT. PRIORE, PHILIP D 08-MAY-2019
02:01 PM FILED 11:48 AM

Documents: [Joinder in Co-def POs.pdf](#)

Docket 86-19041986 JOINDER TO PRELIMINARY OBJECTIONS FILED. (FILED
Entry: ON BEHALF OF 4200 ROSE HOSPITALITY LLC AND 4200 ROSE
HOSPITALITY D/B/A AND 4200 ROOSEVELT LLC AND 4200
ROOSEVELT LLC D/B/A DAYS INN)

09-MAY-2019 REPLY-PRELIM. OBJECT. OBERDICK JR., 09-MAY-2019
03:02 PM FILED DANIEL E 04:03 PM

Documents: [CA - Roosevelt - Reply ISO POs.pdf](#)
[CA - Ex. A Civil Docket Report.pdf](#)

Docket 86-19041986 REPLY IN SUPPORT OF PRELIMINARY OBJECTIONS
Entry: FILED. (FILED ON BEHALF OF UFVS MANAGEMENT COMPANY LLC,
ROOSEVELT MOTOR INN INC AND ROOSEVELT INN LLC AND
ROOSEVELT INN LLC D/B/A ROOSEVELT INN)

09-MAY-2019 ANSWER TO PRELIMINARY MARKS, EMILY B 10-MAY-2019
06:09 PM OBJCTNS 09:35 AM

Documents: [Pltfs Resp to Joinder POs.pdf](#)

Docket 86-19041986 ANSWER IN OPPOSITION OF PRELIMINARY
Entry: OBJECTIONS FILED. (FILED ON BEHALF OF C A)

10-MAY-2019 ORDER ENTERED/236 NEW, ARNOLD L 10-MAY-2019
09:23 AM NOTICE GIVEN 09:23 AM

Documents: [ORDER 33.pdf](#)

Docket 86-19041986 IT IS HEREBY ORDERED THAT DEFENDANTS
Entry: ROOSEVELT INN LLC D/B/A ROOSEVELT INN, ROOSEVELT MOTOR
INN, INC. AND UFVS MANAGEMENT COMPANY, LLC'S
PRELIMINARY OBJECTIONS ARE OVERRULED. ...BY THE COURT:
NEW, JUDGE 05/09/2019

10-MAY-2019 03:10 PM REPLY-PRELIM. OBJECT. FILED PRIORE, PHILIP D 10-MAY-2019 03:49 PM

Documents: [Reply Brief - POs.pdf](#)

Docket Entry: 86-19041986 REPLY IN SUPPORT OF PRELIMINARY OBJECTIONS FILED. (FILED ON BEHALF OF 4200 ROSE HOSPITALITY LLC AND 4200 ROSE HOSPITALITY D/B/A AND 4200 ROOSEVELT LLC AND 4200 ROOSEVELT LLC D/B/A DAYS INN)

10-MAY-2019 04:00 PM REPLY-PRELIM. OBJECT. FILED MARKS, EMILY B 10-MAY-2019 04:02 PM

Documents: [Sur-Reply In Opp to Roosevelts POs.pdf](#)

Docket Entry: 86-19041986 REPLY IN OPPOSITION OF PRELIMINARY OBJECTIONS FILED. (FILED ON BEHALF OF C A)

14-MAY-2019 08:34 AM AFFIDAVIT OF SERVICE FILED 14-MAY-2019 09:14 AM

Documents: [162134.01.pdf](#)

Docket Entry: AFFIDAVIT OF SERVICE OF REINSTATED CIVIL ACTION COMPLAINT UPON ASHOKA INVESTMENTS & MANAGEMENT SERVICES BY SHERIFF SERVICE DAUPHIN ON 05/08/2019 FILED.

20-MAY-2019 05:16 PM ANSWER TO COMPLAINT FILED HELLER, NATHAN P 21-MAY-2019 09:25 AM

Documents: [Answer with New Matter Wyndam.pdf](#)

Docket Entry: ANSWER WITH NEW MATTER TO PLAINTIFF'S COMPLAINT FILED. (FILED ON BEHALF OF WYNDHAM HOTEL MANAGEMENT INC, WYNDHAM HOTELS AND RESORTS LLC, WYNDHAM HOTEL GROUP LLC AND WYNDHAM WORLDWIDE CORPORATION) ENTRY OF APPEARANCE FILED ON BEHALF OF WYNDHAM HOTEL MANAGEMENT INC, WYNDHAM HOTELS AND RESORTS LLC, WYNDHAM HOTEL GROUP LLC AND WYNDHAM WORLDWIDE CORPORATION.

10-JUN-2019 10:06 AM REPLY TO NEW MATTER FILED BEZAR, NADEEM A 18-JUN-2019 12:00 AM

Documents: [RPNMT 43.pdf](#)

Docket PLAINTIFF'S REPLY TO NEW MATTER OF WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP LLC, WYNDHAM
Entry: HOTELS AND RESORTS LLC AND WYNDHAM HOTEL MANAGEMENT INC FILED.

11-JUN-2019 03:24 PM	ANSWER TO COMPLAINT FILED	OBERDICK JR., DANIEL E	11-JUN-2019 12:00 AM
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Documents: [ANCOM_42.pdf](#)

Docket ANSWER TO PLAINTIFF'S COMPLAINT WITH NEW MATTER FILED.
Entry: (FILED ON BEHALF OF ROOSEVELT INN LLC FILED.)

21-JUN-2019 01:01 PM	REPLY TO NEW MATTER	MARKS, EMILY B	26-JUN-2019 12:00 AM
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Documents: [RPNMT_44.pdf](#)

Docket REPLY TO NEW MATTER OF ROOSEVELT INN LLC AND ROOSEVELT INN LLC D/B/A ROOSEVELT INN, ROOSEVELT MOTOR
Entry: INN, INC. AND UFVS MANAGEMENT COMPANY, LLC FILED ON BEHALF OF C.A.

26-JUN-2019 04:01 PM	ENTRY OF APPEARANCE	GOLDBERG, MATTHEW A	01-JUL-2019 12:00 AM
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Documents: [ENAPP_45.pdf](#)

Docket ENTRY OF APPEARANCE OF MATTHEW A. GOLDBERG FILED ON
Entry: BEHALF OF DFTS.

Court of Common Pleas of Philadelphia County
Trial Division**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

MARCH 2019**003355**

E-Filing Number: 1903006947

PLAINTIFF'S NAME C. A.		DEFENDANT'S NAME ROOSEVELT INN LLC AND ROOSEVELT INN LLC D/B/A ROOSEVELT INN	
PLAINTIFF'S ADDRESS C/O KLINE & SPECTER, P.C. 1525 LOCUST STREET PHILADELPHIA PA 19102		DEFENDANT'S ADDRESS 7630 ROOSEVELT BOULEVARD PHILADELPHIA PA 19152	
PLAINTIFF'S NAME		DEFENDANT'S NAME ROOSEVELT MOTOR INN, INC.	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 7630 ROOSEVELT BOULEVARD PHILADELPHIA PA 19152	
PLAINTIFF'S NAME		DEFENDANT'S NAME UFVS MANAGEMENT COMPANY, LLC	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 287 BOWMAN AVENUE PURCHASE NY 10577	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 15	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____		
CASE TYPE AND CODE 20 - PERSONAL INJURY - OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
		FILED PRO PROTHY MAR 27 2019 M. BRYANT	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>C. A.</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY NADEEM A. BEZAR		ADDRESS KLINE & SPECTER, P.C. 1525 LOCUST STREET PHILADELPHIA PA 19102	
PHONE NUMBER (215) 772-0522	FAX NUMBER (215) 772-1005		
SUPREME COURT IDENTIFICATION NO. 63577		E-MAIL ADDRESS Nadeem.Bezar@KlineSpecter.com	
SIGNATURE OF FILING ATTORNEY OR PARTY NADEEM BEZAR		DATE SUBMITTED Wednesday, March 27, 2019, 08:50 am	

COMPLETE LIST OF DEFENDANTS:

1. ROOSEVELT INN LLC AND ROOSEVELT INN LLC D/B/A ROOSEVELT INN
7630 ROOSEVELT BOULEVARD
PHILADELPHIA PA 19152
2. ROOSEVELT MOTOR INN, INC.
7630 ROOSEVELT BOULEVARD
PHILADELPHIA PA 19152
3. UFVS MANAGEMENT COMPANY, LLC
287 BOWMAN AVENUE
PURCHASE NY 10577
4. 4200 ROOSEVELT LLC AND 4200 ROOSEVELT LLC D/B/A DAYS INN
4200 ROOSEVELT BOULEVARD
PHILADELPHIA PA 19124
5. 4200 ROSE HOSPITALITY LLC AND 4200 ROSE HOSPITALITY D/B/A
ALIAS: DAYS INN
4200 ROOSEVELT BOULEVARD
PHILADELPHIA PA 19124
6. DAYS INN
4200 ROOSEVELT BOULEVARD
PHILADELPHIA PA 19124
7. SURATI MANAGEMENT GROUP
121 DREW DRIVE
LANGHORNE PA 19053
8. DAYS INN BY WYNDHAM D/B/A DAYS INN
4200 ROOSEVELT BOULEVARD
PHILADELPHIA PA 19124
9. WYNDHAM WORLDWIDE CORPORATION
22 SYLVAN WAY
PARSIPPANY NJ 07054
10. WYNDHAM HOTEL GROUP, LLC
22 SYLVAN WAY
PARSIPPANY NJ 07054
11. WYNDHAM HOTELS AND RESORTS, LLC
22 SYLVAN WAY
PARSIPPANY NJ 07054
12. WYNDHAM HOTEL MANAGEMENT, INC.
22 SYLVAN WAY
PARSIPPANY NJ 07054
13. NORTH AMERICAN MOTOR INNS, INC. D/B/A
ALIAS: NORTH AMERICAN MOTOR INNS
4444 CITY AVENUE
PHILADELPHIA PA 19131
14. RAMARA, INC.
1003 SPRUCE STREET
PHILADELPHIA PA 19107
15. ASHOKA INVESTMENTS & MANAGEMENT SERVICES
27 A IRIS AVENUE
SAN FRANCISCO CA 94118

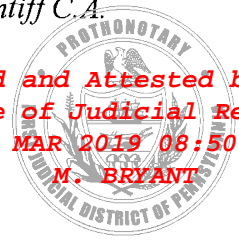
KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff C.A.

*Filed and Attested by the
 Office of Judicial Records
 27 MAR 2019 08:50 am
 M. BRYANT*



C.A.	:	PHILADELPHIA COUNTY
c/o Kline & Specter, P.C.	:	COURT OF COMMON PLEAS
1525 Locust Street	:	
Philadelphia, PA 19102	:	CIVIL TRIAL DIVISION
	:	FEBRUARY TERM, 2019
<i>Plaintiff,</i>	:	NO.:
v.	:	
	:	JURY TRIAL DEMANDED
ROOSEVELT INN LLC and	:	
ROOSEVELT INN LLC d/b/a/	:	
ROOSEVELT INN	:	
7630 Roosevelt Boulevard	:	
Philadelphia, PA 19152	:	
	:	
and	:	
	:	
ROOSEVELT MOTOR INN, INC.	:	
7630 Roosevelt Boulevard	:	
Philadelphia, PA 19152	:	
	:	
and	:	
	:	
UFVS MANAGEMENT COMPANY, LLC	:	
287 Bowman Avenue	:	
Purchase, NY 10577	:	
	:	
and	:	
	:	
4200 ROOSEVELT LLC and	:	
4200 ROOSEVELT LLC d/b/a	:	
DAYS INN	:	
4200 Roosevelt Boulevard	:	
Philadelphia, PA 19124	:	
	:	
and	:	
	:	
4200 ROSE HOSPITALITY LLC and	:	
4200 ROSE HOSPITALITY d/b/a	:	
DAYS INN	:	
4200 Roosevelt Boulevard	:	
Philadelphia, PA 19124	:	

and

DAYS INN
4200 Roosevelt Boulevard
Philadelphia PA 19124

and

SURATI MANAGEMENT GROUP
121 Drew Drive
Langhorne, PA 19053

and

DAYS INN BY WYNDHAM d/b/a DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

WYNDHAM WORLDWIDE CORPORATION
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL GROUP, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTELS AND RESORTS, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL MANAGEMENT, INC.
22 Sylvan Way
Parsippany, NJ 07054

and

NORTH AMERICAN MOTOR INNS, INC. d/b/a
NORTH AMERICAN MOTOR INNS
4444 City Avenue
Philadelphia, Pennsylvania 19131

and
RAMARA, INC.
1003 Spruce Street
Philadelphia, PA 19107

and
ASHOKA INVESTMENTS & MANAGEMEMT
SERVICES
27 A Iris Avenue
San Francisco, CA 94118

Defendants

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER (OR CANNOT AFFORD ONE), GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERENCE SERVICE
One Reading Center
Philadelphia, PA 19107
(215) 238-6333
TTY (215) 451-6197

AVISO

Le han demandado en corte. Si usted quiere defenderse contra las demandas nombradas en las paginas siguientes, tiene veinte (20) días a partir de recibir esta demanda y notificación para entablar personalmente o por un abogado una comparecencia escrita y tambien para entablar con la corte en forma escrita sus defensas y objeciones a las demandas contra usted. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELEFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO.

SI USTED NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUEDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO de REFERENCIA LEGAL
Uno Reading Centro
Filadelfia, PA 19107
Telefono: (215) 238-6333
TTY (215) 451-6197

KLINE & SPECTER, P.C.

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Attorneys for Plaintiff C.A.

C.A.	:	PHILADELPHIA COUNTY
c/o Kline & Specter, P.C.	:	COURT OF COMMON PLEAS
1525 Locust Street	:	
Philadelphia, PA 19102	:	CIVIL TRIAL DIVISION
<i>Plaintiff,</i>	:	FEBRUARY TERM, 2019
	:	NO.:
v.	:	
	:	JURY TRIAL DEMANDED
ROOSEVELT INN LLC and	:	
ROOSEVELT INN LLC d/b/a/	:	
ROOSEVELT INN	:	
7630 Roosevelt Boulevard	:	
Philadelphia, PA 19152	:	
	:	
and	:	
	:	
ROOSEVELT MOTOR INN, INC.	:	
7630 Roosevelt Boulevard	:	
Philadelphia, PA 19152	:	
	:	
and	:	
	:	
UFVS MANAGEMENT COMPANY, LLC	:	
287 Bowman Avenue	:	
Purchase, NY 10577	:	
	:	
and	:	
	:	
4200 ROOSEVELT LLC and	:	
4200 ROOSEVELT LLC d/b/a	:	
DAYS INN	:	
4200 Roosevelt Boulevard	:	
Philadelphia, PA 19124	:	
	:	
and	:	

4200 ROSE HOSPITALITY LLC and :
4200 ROSE HOSPITALITY d/b/a :
DAYS INN :
4200 Roosevelt Boulevard :
Philadelphia, PA 19124 :

and :

DAYS INN :
4200 Roosevelt Boulevard :
Philadelphia, PA 19124 :

and :

SURATI MANAGEMENT GROUP :
121 Drew Drive :
Langhorne, PA 19053 :

and :

DAYS INN BY WYNDHAM d/b/a :
DAYS INN :
4200 Roosevelt Boulevard :
Philadelphia, PA 19124 :

and :

WYNDHAM WORLDWIDE CORPORATION :
22 Sylvan Way :
Parsippany, NJ 07054 :

and :

WYNDHAM HOTEL GROUP, LLC :
22 Sylvan Way :
Parsippany, NJ 07054 :

and :

WYNDHAM HOTELS AND RESORTS, LLC :
22 Sylvan Way :
Parsippany, NJ 07054 :

and :

WYNDHAM HOTEL MANAGEMENT, INC. :
22 Sylvan Way :
Parsippany, NJ 07054 :

and :

NORTH AMERICAN MOTOR INNS, INC. d/b/a :
NORTH AMERICAN MOTOR INNS :
4444 City Avenue :
Philadelphia, Pennsylvania 19131 :

and :

RAMARA, INC. :
1003 Spruce Street :
Philadelphia, PA 19107 :

and :

ASHOKA INVESTMENTS & MANAGEMEMT :
SERVICES :
27 A Iris Avenue :
San Francisco, CA 94118 :

Defendants :

COMPLAINT

PRELIMINARY STATEMENT

1. Human sex trafficking is a form of modern-day slavery that exists throughout the United States.

2. Human trafficking is a global multi-billion dollar enterprise that affects nearly every single country.

3. Women and girls are disproportionately affected by human sex trafficking and account for the vast majority of victims in commercial sex trafficking.

4. Globally, there are approximately 5 million people trapped in forced sexual exploitation. It is a form of evil in the abuse and exploitation of the most innocent and vulnerable.

5. The hospitality industry, and hotels specifically, owe a duty to provide a safe premise for their guests and must protect them against reasonably anticipated conduct.

6. Hotels and motels are frequented for both sex and labor trafficking business operations.

7. The National Human Trafficking Hotline recorded 3,596 cases of human trafficking involving a hotel or motel from 2007 through 2017.

THE PARTIES

8. Plaintiff, C.A. was born on May 1, 1996 and is one of the thousands of victims of human trafficking and being victimized in hotels / motels across the United States.

9. From 2012 through 2013, Plaintiff was exploited as a minor by commercial sex traffickers who financially benefitted from her exploitation. Plaintiff resides in Philadelphia County, Pennsylvania. Plaintiff can be contacted through her counsel, Thomas R. Kline, Esquire, Nadeem A. Bezar, Esquire, Emily B. Marks, Esquire, and Kyle B. Nocho, Esquire of Kline & Specter, P.C., 1525 Locust Street, Philadelphia, Pennsylvania 19102.

10. Plaintiff's name and address are not contained in this Complaint to protect the privacy and identity of Plaintiff who incurred injuries and damages when she was a minor.

11. Defendant Roosevelt Inn LLC is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania with a principal business address located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152. At all material times hereto, Defendant Roosevelt Inn LLC owned, operated or managed the Roosevelt Inn located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152 [hereinafter "Roosevelt Inn"].

12. Defendant Roosevelt Motor Inn, Inc. [hereinafter referred to as "Roosevelt Motor Inn"] is a corporation duly organized and existing under the laws of the Commonwealth of

Pennsylvania with a principal business address located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152. At all material times hereto, Defendant Roosevelt Motor Inn, Inc. owned, operated or managed the Roosevelt Inn.

13. Defendant UFVS Management Company, LLC, is a limited liability company duly organized and existing under the laws of the State of New York. At all material times hereto, Defendant UFVS Management Company, LLC owned, operated and/or managed the Roosevelt Inn. Defendant UFVS Management Company, LLC oversees the operation of the Roosevelt Inn including the hiring of employees.

14. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, and UFVS Management Company, LLC were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the Roosevelt Inn. Accordingly, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, and UFVS Management Company, LLC are liable for the acts and/or omissions of their agents, servants and/or employees under the theories of agency, master servant, respondeat superior and/or right of control.

15. Defendant 4200 Roosevelt LLC and 4200 Roosevelt LLC d/b/a Days Inn [hereinafter referred to as “4200 Roosevelt”] is a limited liability company duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant 4200 Roosevelt LLC owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124 [hereinafter “Days Inn”].

16. Defendant 4200 Rose Hospitality, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn [hereinafter referred to as “Rose Hospitality”] is a limited liability company duly organized

and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant 4200 Rose Hospitality, owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124.

17. Defendant Days Inn is a company duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant Days Inn owned operated and/or managed the Days Inn.

18. Defendant Surati Management Group is a company duly organized and existing under the laws under the Commonwealth of Pennsylvania with a principal business address located at 121 Drew Lane, Langhorne, PA 19053. At all material times hereto, Defendant Surati Management Group owned, operated and/or managed the Days Inn.

19. Defendant Days Inns d/b/a Days Inn by Wyndham [hereinafter referred to as “Days Inn by Wyndham”] is a company duly organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124. At all material times hereto, Defendant Days Inn d/b/a Days Inn by Wyndham owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124.

20. Defendant Wyndham Worldwide Corporation is a corporation duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Worldwide Corporation owned, operated or managed the Days Inn.

21. Defendant Wyndham Hotel Group, LLC is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant

Wyndham Hotel Group, LLC owned, operated or managed the Days Inn.

22. Defendant Wyndham Hotels and Resorts, LLC is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Hotels and Resorts, LLC owned, operated or managed the Days Inn.

23. Defendant Wyndham Hotel Management, Inc. is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Hotel Management, Inc. owned, operated or managed the Days Inn.

24. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. made up a corporate structure that consisted of parent entities, parent corporations, associated or affiliated corporations, member corporations and/or subsidiary corporations.

25. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the Days Inn. Accordingly, Defendants 4200 Roosevelt LLC, 4200 Rose Hospitality Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. are liable for the acts and/or omissions of their

agents, servants and/or employees under the theories of agency, master servant, respondeat superior and/or right of control.

26. Defendant North American Motor Inns, Inc. d/b/a North American Motor Inns [hereinafter referred to as “North American Motor Inns”] is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant North American Motor Inns, Inc. owned, operated or managed the North American Motor Inns located at 4444 City Avenue, Philadelphia, PA 19137.

27. Defendant Ramara, Inc. is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 1003 Spruce Street, Philadelphia PA 19107. At all material times hereto, Defendant Ramara, Inc. owned, operated and/or managed the North American Motor Inns.

28. Defendant Ashoka Investment & Management Services is a company duly organized and existing under the laws of the State of California with a principal place of business located at 27 A. Iris Avenue, San Francisco, CA 94118. At all material times hereto, Ashoka Investment & Management Services owned, operated and/or managed the North American Motor Inns.

29. Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the North American Motor Inns. Accordingly, Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management are liable for the acts and/or omissions of their agents, servants and/or employees

under the theories of agency, master servant, respondeat superior and/or right of control.

30. Venue is appropriate in this case because all the Defendants regularly conduct business in Philadelphia County.

31. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Roosevelt Inn where they worked.

32. At all times material hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Days Inn where they worked.

33. At all material times hereto, North American Motor Inns, Inc, Ramara, Inc. and Ashoka Investment & Management individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the North American Motor Inns where they worked.

34. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the Roosevelt Inn and instead permitted heinous and unspeakable acts to occur.

35. At all material times hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation,

Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the Days Inn and instead permitted heinous and unspeakable acts to occur.

36. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the North American Motor Inns and instead permitted heinous and unspeakable acts to occur.

37. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the Roosevelt Inn.

38. At all times material hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the Days Inn.

39. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the North American Motor Inns.

40. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, rented rooms to sex traffickers financially

benefiting from the commercial sex acts occurring on the premises of the Roosevelt Inn.

41. At all material times hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. rented rooms to sex traffickers financially benefiting from the commercial sex acts occurring on the premises of the Days Inn.

42. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services rented rooms to sex traffickers financially benefiting from the commercial sex acts occurring on the premises of the North American Motor Inns.

OPERATIVE FACTS

43. Pennsylvania has long held that hotel and motel owners are liable for the reasonably anticipated harm that may occur to their guests from third persons. *Moran v. Valley Forge Drive-In Theater, Inc.*, 246 A.2d 875, 879 (Pa. 1968)

44. This principle has been reinforced in more modern Pennsylvania cases. *See Rabutino, Admin. of the Estate of William Impagliazzo v. Freedom State Realty Co., Inc., et al.*, 809 A.2d 933, 942 (Pa. Super. 2002) (holding that owner and operator of hotel owed a duty of care to 19-year-old who was shot and killed during party inside room because such conduct was a reasonably anticipated event).

45. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the Roosevelt Inn to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

46. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the Days Inn to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

47. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the North American Motor Inns to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

48. Beginning in 2012, Plaintiff was recruited, enticed, solicited, harbored and/or transported to engage in commercial sex acts by sex traffickers at the Roosevelt Inn, the Days Inn, and the North American Motor Inns on a regular, consistent and/or repeated basis.

49. Plaintiff's traffickers put up internet advertisements for the purpose of prostituting Plaintiff.

50. These advertisements often included both the name and address of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

51. The advertisements included a fake name for Plaintiff and a phone number to call.

52. During the phone call, sex for cash was negotiated and the caller "John" would be informed that Plaintiff was at the Roosevelt Inn, the Days Inn, or the North American Motor Inns.

53. Plaintiff engaged in numerous commercial sex act "dates" per day at the Roosevelt Inn, the Days Inn, or the North American Motor Inns.

54. Plaintiff's traffickers would remain on the premises of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

55. The hotel rooms where Plaintiff engaged in commercial sex acts contained used condoms and condom wrappers and the room frequently smelled of marijuana.

56. Plaintiff was accompanied by men while on the premises of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

57. Housekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inns had conversations with Plaintiff and had knowledge that Plaintiff was staying at the Roosevelt Inn to engage in commercial sex acts.

58. Plaintiff was visibly treated in an aggressive manner by traffickers engaged in commercial sex acts with Plaintiff while in public areas of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

59. Plaintiff exhibited fear and anxiety while on the premises and in public areas of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

60. Plaintiff's traffickers paid cash for the hotel rooms where Plaintiff engaged in commercial sex acts.

61. Plaintiff's traffickers consistently displayed "Do Not Disturb" signs on the door to the hotel room where Plaintiff engaged in commercial sex acts and consistently refused housekeeping services.

62. Men and others frequently entered and left the rooms at the Roosevelt Inn, the Days Inn, and the North American Motor Inns where Plaintiff engaged in commercial sex acts.

63. Men walked the hallways at the Roosevelt Inn, the Days Inn, and the North American Motor Inns where Plaintiff was engaged in commercial sex acts.

64. Plaintiff had extended stays at the Roosevelt Inn, the Days Inn, and the North American Motor Inns with few or no personal possessions and was left in the room for long periods of time. The rooms for these extended stays were paid for with cash on a day to days basis.

65. Plaintiff dressed in a sexually explicit manner and would walk the hallways of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

66. Plaintiff was paid cash for the commercial sex acts she engaged in while at the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

67. Plaintiff distributed the cash she received for the commercial sex acts to her traffickers who used the cash as payment for the hotel rooms at the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

68. In 2013, Plaintiff was rescued from the Days Inn following an investigation by the FBI based on internet advertisements of Plaintiff promoting prostitution.

69. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the Plaintiff.

70. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the

Plaintiff.

71. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the Plaintiff.

72. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, rented rooms to sex traffickers exploiting Plaintiff at the Roosevelt Inn.

73. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. rented rooms to sex traffickers exploiting Plaintiff at the Days Inn.

74. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services rented rooms to sex traffickers exploiting Plaintiff at the North American Motor Inns.

75. Plaintiff, as a hotel guest, was a business invitee of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC.

76. Plaintiff, as a hotel guest, was also a business invitee of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.

77. Plaintiff, as a hotel guest, was also a business invitee of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services.

78. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

79. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

80. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

81. Defendants Roosevelt Inn, LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

82. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

83. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

84. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

85. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

86. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

87. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

88. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel

Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

89. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

90. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of Plaintiff.

91. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of Plaintiff.

92. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or

otherwise stop the human sex trafficking of Plaintiff.

93. By having knowledge of human sex trafficking at the Roosevelt Inn and negligently allowing the Plaintiff's harm to occur, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through its actual or apparent agents, servants and employees, caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

94. By negligently allowing the Plaintiff's harm to occur, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

95. By negligently allowing the Plaintiff's harm to occur, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

96. By renting rooms to individuals sex trafficking Plaintiff, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene,

disrupt or otherwise stop sex trafficking occurring on the premises of the Roosevelt Inn.

97. By renting rooms to individuals sex trafficking Plaintiff, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene, disrupt or otherwise stop sex trafficking occurring on the premises of the Days Inn.

98. By renting rooms to individuals sex trafficking the Plaintiff, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene, disrupt or otherwise stop sex trafficking occurring on the premises of the North American Motor Inns.

99. By renting rooms to individuals sex trafficking Plaintiff for commercial sex acts, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

100. By renting rooms to individuals sex trafficking Plaintiff for commercial sex acts, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

101. By renting rooms to individuals sex trafficking the Plaintiff for commercial sex acts, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

COUNT I - NEGLIGENCE

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC,**

102. The averments of Paragraphs 1 through 101 are incorporated herein by reference.

103. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Roosevelt Inn.

104. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees should have reasonably anticipated criminal conduct by third parties, including other guests, invitees or persons on the premises of the Roosevelt Inn.

105. Defendants Roosevelt Inn LCC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Roosevelt Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of

human trafficking and sexual exploitation on the premises of the Roosevelt Inn.

106. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Roosevelt Inn, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the Roosevelt Inn on a repeated basis.

107. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the Roosevelt Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the Roosevelt Inn.

108. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the Roosevelt Inn, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the Roosevelt Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn,

Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Roosevelt Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Roosevelt Inn;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at

the Roosevelt Inn;

- n. Failing to conduct adequate surveillance of the premises of the Roosevelt Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

109. By renting rooms to Plaintiff's sex traffickers, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

110. As a result of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's negligence, Plaintiff was caused to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

111. As a result of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the Roosevelt Inn.

112. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT II - NEGLIGENCE

**C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI
MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE
CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND
RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.**

113. The averments of Paragraphs 1 through 112 are incorporated herein by reference.

114. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Days Inn.

115. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati

Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.

individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of the Days Inn's business, should have reasonably anticipated criminal conduct on the part of third parties, including other guests and invitees of the premises of the Days Inn.

116. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Days Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the Days Inn.

117. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Days Inn, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex

traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the Days Inn on a repeated basis.

118. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the Days Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the Days Inn.

119. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experience that persons lawfully on the premises of the Days Inn, such as Plaintiff, would suffer serious bodily injury as a result of being victimized by violent crimes perpetrated by third persons on the premises of the Days Inn.

120. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the Days Inn, including Plaintiff, from

criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the Days Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Days Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Days Inn;

- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the Days Inn;
- n. Failing to conduct adequate surveillance of the premises of the Days Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

121. By renting rooms to Plaintiff's sex traffickers, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by and through their actual or apparent

agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

122. As a result Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., Plaintiff was caused to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

123. As a result of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.'s negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the Days Inn.

124. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., and demands compensatory and punitive damages

in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT III – NEGLIGENCE

C.A. v. NORTH AMERICAN MOTOR INNS, INC., RAMARA, INC., AND ASHOKA INVESTMENTS AND MANAGEMENT SERVICES

125. The averments of Paragraphs 1 through 124 are incorporated herein by reference.

126. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the North American Motor Inns.

127. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees should have reasonably anticipated criminal conduct by third parties, including other guests, invitees or persons on the premises of the North American Motor Inns.

128. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the North American Motor Inns in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the North American Motor Inns.

129. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the North American Motor Inns, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the North American Motor Inns on a repeated basis.

130. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the North American Motor Inns, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the North American Motor Inns.

131. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the North American Motor Inns, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the North American Motor Inns, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of

Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the North American Motor Inns;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the North American Motor Inns;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;

- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the North American Motor Inns;
- n. Failing to conduct adequate surveillance of the premises of the North American Motor Inns;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

132. By renting rooms to Plaintiff's sex traffickers, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

133. As a result of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services' negligence, Plaintiff was caused to suffer physical

harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

134. As a result of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services' negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the North American Motor Inns.

135. Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investments & Management Services acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IV – NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC**

136. The averments of paragraphs 1 through 135 are incorporated herein by reference.

137. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly & proximately causing harm/damages to Plaintiff.

138. Defendants acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT V – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC,

139. The averments of paragraphs 1 through 138 are incorporated herein by reference.

140. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to Plaintiff.

141. Defendants acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc and demands compensatory and punitive

damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VI – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. v. NORTH AMERICAN MOTOR INNS, INC., INC., RAMARA, INC. AND
ASHOKA INVESTMENTS & MANAGEMENT SERVICES**

142. The averments of paragraphs 1 through 141 are incorporated herein by reference.

143. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against the Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to the Plaintiff.

144. Defendants acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgement in her favor and against North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC,**

145. The averments of paragraphs 1 through 144 are incorporated herein by reference.

146. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and

employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

147. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

148. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

149. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the Roosevelt Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Roosevelt Inn would be victimized by, or subjected to, such criminal and/or violent acts.

150. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the Roosevelt Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

151. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VIII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.

152. The averments of paragraphs 1 through 151 are incorporated herein by reference.

153. Defendants, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

154. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably

sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

155. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

156. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the Days Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Days Inn would be victimized by, or subjected to, such criminal and/or violent acts.

157. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the Days Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

158. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn,

Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IX – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

C.A. v. NORTH AMERICAN MOTOR INNS, INC., RAMARA, INC., AND ASHOKA INVESTMENTS & MANAGEMENT SERVICES

159. The averments of paragraphs 1 through 158 are incorporated herein by reference.

160. Defendants North American Motor Inns, Inc., North American Motor Inns, Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

161. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

162. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

163. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the North American Motor Inns, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the North American Motor Inns would be victimized by, or subjected to, such criminal and/or violent acts.

164. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the North American Motor Inns, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

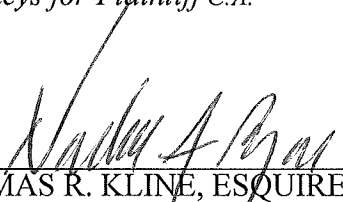
165. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand

(\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

KLINE & SPECTER, P.C.

Attorneys for Plaintiff C.A.

BY: 
THOMAS R. KLINE, ESQUIRE
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
KYLE B. NOCHO, ESQUIRE

DATED: 3-27-19

VERIFICATION

I, C [REDACTED] A [REDACTED], hereby state that I am the Plaintiff in the within matter, and as such verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

C [REDACTED] A [REDACTED]
[REDACTED]

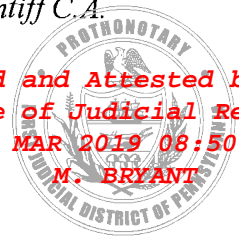
KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff C.A.

*Filed and Attested by the
 Office of Judicial Records
 27 MAR 2019 08:50 am
 M. BRYANT*



C.A.	:	PHILADELPHIA COUNTY
c/o Kline & Specter, P.C.	:	COURT OF COMMON PLEAS
1525 Locust Street	:	
Philadelphia, PA 19102	:	CIVIL TRIAL DIVISION
	:	FEBRUARY TERM, 2019
<i>Plaintiff,</i>	:	NO.:
v.	:	
	:	JURY TRIAL DEMANDED
ROOSEVELT INN LLC and	:	
ROOSEVELT INN LLC d/b/a/	:	
ROOSEVELT INN	:	
7630 Roosevelt Boulevard	:	
Philadelphia, PA 19152	:	
	:	
and	:	
	:	
ROOSEVELT MOTOR INN, INC.	:	
7630 Roosevelt Boulevard	:	
Philadelphia, PA 19152	:	
	:	
and	:	
	:	
UFVS MANAGEMENT COMPANY, LLC	:	
287 Bowman Avenue	:	
Purchase, NY 10577	:	
	:	
and	:	
	:	
4200 ROOSEVELT LLC and	:	
4200 ROOSEVELT LLC d/b/a	:	
DAYS INN	:	
4200 Roosevelt Boulevard	:	
Philadelphia, PA 19124	:	
	:	
and	:	
	:	
4200 ROSE HOSPITALITY LLC and	:	
4200 ROSE HOSPITALITY d/b/a	:	
DAYS INN	:	
4200 Roosevelt Boulevard	:	
Philadelphia, PA 19124	:	

and

DAYS INN
4200 Roosevelt Boulevard
Philadelphia PA 19124

and

SURATI MANAGEMENT GROUP
121 Drew Drive
Langhorne, PA 19053

and

DAYS INN BY WYNDHAM d/b/a DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

WYNDHAM WORLDWIDE CORPORATION
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL GROUP, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTELS AND RESORTS, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL MANAGEMENT, INC.
22 Sylvan Way
Parsippany, NJ 07054

and

NORTH AMERICAN MOTOR INNS, INC. d/b/a
NORTH AMERICAN MOTOR INNS
4444 City Avenue
Philadelphia, Pennsylvania 19131

and
 RAMARA, INC.
 1003 Spruce Street
 Philadelphia, PA 19107

and
 ASHOKA INVESTMENTS & MANAGEMEMT
 SERVICES
 27 A Iris Avenue
 San Francisco, CA 94118

Defendants

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER (OR CANNOT AFFORD ONE), GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERENCE SERVICE
 One Reading Center
 Philadelphia, PA 19107
 (215) 238-6333
 TTY (215) 451-6197

AVISO

Le han demandado en corte. Si usted quiere defenderse contra las demandas nombradas en las paginas siguientes, tiene veinte (20) días a partir de recibir esta demanda y notificación para entablar personalmente o por un abogado una comparecencia escrita y tambien para entablar con la corte en forma escrita sus defensas y objeciones a las demandas contra usted. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELEFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO.

SI USTED NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUEDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO de REFERENCIA LEGAL
 Uno Reading Centro
 Filadelfia, PA 19107
 Telefono: (215) 238-6333
 TTY (215) 451-6197

KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff C.A.

C.A.	:	PHILADELPHIA COUNTY
c/o Kline & Specter, P.C.	:	COURT OF COMMON PLEAS
1525 Locust Street	:	
Philadelphia, PA 19102	:	CIVIL TRIAL DIVISION
<i>Plaintiff,</i>	:	FEBRUARY TERM, 2019
	:	NO.:
v.	:	
	:	JURY TRIAL DEMANDED
ROOSEVELT INN LLC and	:	
ROOSEVELT INN LLC d/b/a/	:	
ROOSEVELT INN	:	
7630 Roosevelt Boulevard	:	
Philadelphia, PA 19152	:	
	:	
and	:	
	:	
ROOSEVELT MOTOR INN, INC.	:	
7630 Roosevelt Boulevard	:	
Philadelphia, PA 19152	:	
	:	
and	:	
	:	
UFVS MANAGEMENT COMPANY, LLC	:	
287 Bowman Avenue	:	
Purchase, NY 10577	:	
	:	
and	:	
	:	
4200 ROOSEVELT LLC and	:	
4200 ROOSEVELT LLC d/b/a	:	
DAYS INN	:	
4200 Roosevelt Boulevard	:	
Philadelphia, PA 19124	:	
	:	
and	:	

4200 ROSE HOSPITALITY LLC and :
4200 ROSE HOSPITALITY d/b/a :
DAYS INN :
4200 Roosevelt Boulevard :
Philadelphia, PA 19124 :

and :

DAYS INN :
4200 Roosevelt Boulevard :
Philadelphia, PA 19124 :

and :

SURATI MANAGEMENT GROUP :
121 Drew Drive :
Langhorne, PA 19053 :

and :

DAYS INN BY WYNDHAM d/b/a :
DAYS INN :
4200 Roosevelt Boulevard :
Philadelphia, PA 19124 :

and :

WYNDHAM WORLDWIDE CORPORATION :
22 Sylvan Way :
Parsippany, NJ 07054 :

and :

WYNDHAM HOTEL GROUP, LLC :
22 Sylvan Way :
Parsippany, NJ 07054 :

and :

WYNDHAM HOTELS AND RESORTS, LLC :
22 Sylvan Way :
Parsippany, NJ 07054 :

and :

WYNDHAM HOTEL MANAGEMENT, INC.	:
22 Sylvan Way	:
Parsippany, NJ 07054	:
	:
and	:
	:
NORTH AMERICAN MOTOR INNS, INC. d/b/a	:
NORTH AMERICAN MOTOR INNS	:
4444 City Avenue	:
Philadelphia, Pennsylvania 19131	:
	:
and	:
	:
RAMARA, INC.	:
1003 Spruce Street	:
Philadelphia, PA 19107	:
	:
and	:
	:
ASHOKA INVESTMENTS & MANAGEMEMT	:
SERVICES	:
27 A Iris Avenue	:
San Francisco, CA 94118	:
	:
<i>Defendants</i>	:

COMPLAINT

PRELIMINARY STATEMENT

1. Human sex trafficking is a form of modern-day slavery that exists throughout the United States.
2. Human trafficking is a global multi-billion dollar enterprise that affects nearly every single country.
3. Women and girls are disproportionately affected by human sex trafficking and account for the vast majority of victims in commercial sex trafficking.
4. Globally, there are approximately 5 million people trapped in forced sexual exploitation. It is a form of evil in the abuse and exploitation of the most innocent and vulnerable.

5. The hospitality industry, and hotels specifically, owe a duty to provide a safe premise for their guests and must protect them against reasonably anticipated conduct.

6. Hotels and motels are frequented for both sex and labor trafficking business operations.

7. The National Human Trafficking Hotline recorded 3,596 cases of human trafficking involving a hotel or motel from 2007 through 2017.

THE PARTIES

8. Plaintiff, C.A. was born on May 1, 1996 and is one of the thousands of victims of human trafficking and being victimized in hotels / motels across the United States.

9. From 2012 through 2013, Plaintiff was exploited as a minor by commercial sex traffickers who financially benefitted from her exploitation. Plaintiff resides in Philadelphia County, Pennsylvania. Plaintiff can be contacted through her counsel, Thomas R. Kline, Esquire, Nadeem A. Bezar, Esquire, Emily B. Marks, Esquire, and Kyle B. Nocho, Esquire of Kline & Specter, P.C., 1525 Locust Street, Philadelphia, Pennsylvania 19102.

10. Plaintiff's name and address are not contained in this Complaint to protect the privacy and identity of Plaintiff who incurred injuries and damages when she was a minor.

11. Defendant Roosevelt Inn LLC is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania with a principal business address located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152. At all material times hereto, Defendant Roosevelt Inn LLC owned, operated or managed the Roosevelt Inn located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152 [hereinafter "Roosevelt Inn"].

12. Defendant Roosevelt Motor Inn, Inc. [hereinafter referred to as "Roosevelt Motor Inn"] is a corporation duly organized and existing under the laws of the Commonwealth of

Pennsylvania with a principal business address located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152. At all material times hereto, Defendant Roosevelt Motor Inn, Inc. owned, operated or managed the Roosevelt Inn.

13. Defendant UFVS Management Company, LLC, is a limited liability company duly organized and existing under the laws of the State of New York. At all material times hereto, Defendant UFVS Management Company, LLC owned, operated and/or managed the Roosevelt Inn. Defendant UFVS Management Company, LLC oversees the operation of the Roosevelt Inn including the hiring of employees.

14. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, and UFVS Management Company, LLC were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the Roosevelt Inn. Accordingly, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, and UFVS Management Company, LLC are liable for the acts and/or omissions of their agents, servants and/or employees under the theories of agency, master servant, respondeat superior and/or right of control.

15. Defendant 4200 Roosevelt LLC and 4200 Roosevelt LLC d/b/a Days Inn [hereinafter referred to as “4200 Roosevelt”] is a limited liability company duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant 4200 Roosevelt LLC owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124 [hereinafter “Days Inn”].

16. Defendant 4200 Rose Hospitality, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn [hereinafter referred to as “Rose Hospitality”] is a limited liability company duly organized

and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant 4200 Rose Hospitality, owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124.

17. Defendant Days Inn is a company duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant Days Inn owned operated and/or managed the Days Inn.

18. Defendant Surati Management Group is a company duly organized and existing under the laws under the Commonwealth of Pennsylvania with a principal business address located at 121 Drew Lane, Langhorne, PA 19053. At all material times hereto, Defendant Surati Management Group owned, operated and/or managed the Days Inn.

19. Defendant Days Inns d/b/a Days Inn by Wyndham [hereinafter referred to as “Days Inn by Wyndham”] is a company duly organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124. At all material times hereto, Defendant Days Inn d/b/a Days Inn by Wyndham owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124.

20. Defendant Wyndham Worldwide Corporation is a corporation duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Worldwide Corporation owned, operated or managed the Days Inn.

21. Defendant Wyndham Hotel Group, LLC is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant

Wyndham Hotel Group, LLC owned, operated or managed the Days Inn.

22. Defendant Wyndham Hotels and Resorts, LLC is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Hotels and Resorts, LLC owned, operated or managed the Days Inn.

23. Defendant Wyndham Hotel Management, Inc. is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Hotel Management, Inc. owned, operated or managed the Days Inn.

24. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. made up a corporate structure that consisted of parent entities, parent corporations, associated or affiliated corporations, member corporations and/or subsidiary corporations.

25. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the Days Inn. Accordingly, Defendants 4200 Roosevelt LLC, 4200 Rose Hospitality Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. are liable for the acts and/or omissions of their

agents, servants and/or employees under the theories of agency, master servant, respondeat superior and/or right of control.

26. Defendant North American Motor Inns, Inc. d/b/a North American Motor Inns [hereinafter referred to as “North American Motor Inns”] is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant North American Motor Inns, Inc. owned, operated or managed the North American Motor Inns located at 4444 City Avenue, Philadelphia, PA 19137.

27. Defendant Ramara, Inc. is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 1003 Spruce Street, Philadelphia PA 19107. At all material times hereto, Defendant Ramara, Inc. owned, operated and/or managed the North American Motor Inns.

28. Defendant Ashoka Investment & Management Services is a company duly organized and existing under the laws of the State of California with a principal place of business located at 27 A. Iris Avenue, San Francisco, CA 94118. At all material times hereto, Ashoka Investment & Management Services owned, operated and/or managed the North American Motor Inns.

29. Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the North American Motor Inns. Accordingly, Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management are liable for the acts and/or omissions of their agents, servants and/or employees

under the theories of agency, master servant, respondeat superior and/or right of control.

30. Venue is appropriate in this case because all the Defendants regularly conduct business in Philadelphia County.

31. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Roosevelt Inn where they worked.

32. At all times material hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Days Inn where they worked.

33. At all material times hereto, North American Motor Inns, Inc, Ramara, Inc. and Ashoka Investment & Management individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the North American Motor Inns where they worked.

34. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the Roosevelt Inn and instead permitted heinous and unspeakable acts to occur.

35. At all material times hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation,

Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the Days Inn and instead permitted heinous and unspeakable acts to occur.

36. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the North American Motor Inns and instead permitted heinous and unspeakable acts to occur.

37. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the Roosevelt Inn.

38. At all times material hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the Days Inn.

39. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the North American Motor Inns.

40. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, rented rooms to sex traffickers financially

benefiting from the commercial sex acts occurring on the premises of the Roosevelt Inn.

41. At all material times hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. rented rooms to sex traffickers financially benefiting from the commercial sex acts occurring on the premises of the Days Inn.

42. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services rented rooms to sex traffickers financially benefiting from the commercial sex acts occurring on the premises of the North American Motor Inns.

OPERATIVE FACTS

43. Pennsylvania has long held that hotel and motel owners are liable for the reasonably anticipated harm that may occur to their guests from third persons. *Moran v. Valley Forge Drive-In Theater, Inc.*, 246 A.2d 875, 879 (Pa. 1968)

44. This principle has been reinforced in more modern Pennsylvania cases. *See Rabutino, Admin. of the Estate of William Impagliazzo v. Freedom State Realty Co., Inc., et al.*, 809 A.2d 933, 942 (Pa. Super. 2002) (holding that owner and operator of hotel owed a duty of care to 19-year-old who was shot and killed during party inside room because such conduct was a reasonably anticipated event).

45. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the Roosevelt Inn to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

46. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the Days Inn to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

47. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the North American Motor Inns to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

48. Beginning in 2012, Plaintiff was recruited, enticed, solicited, harbored and/or transported to engage in commercial sex acts by sex traffickers at the Roosevelt Inn, the Days Inn, and the North American Motor Inns on a regular, consistent and/or repeated basis.

49. Plaintiff's traffickers put up internet advertisements for the purpose of prostituting Plaintiff.

50. These advertisements often included both the name and address of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

51. The advertisements included a fake name for Plaintiff and a phone number to call.

52. During the phone call, sex for cash was negotiated and the caller "John" would be informed that Plaintiff was at the Roosevelt Inn, the Days Inn, or the North American Motor Inns.

53. Plaintiff engaged in numerous commercial sex act "dates" per day at the Roosevelt Inn, the Days Inn, or the North American Motor Inns.

54. Plaintiff's traffickers would remain on the premises of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

55. The hotel rooms where Plaintiff engaged in commercial sex acts contained used condoms and condom wrappers and the room frequently smelled of marijuana.

56. Plaintiff was accompanied by men while on the premises of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

57. Housekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inns had conversations with Plaintiff and had knowledge that Plaintiff was staying at the Roosevelt Inn to engage in commercial sex acts.

58. Plaintiff was visibly treated in an aggressive manner by traffickers engaged in commercial sex acts with Plaintiff while in public areas of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

59. Plaintiff exhibited fear and anxiety while on the premises and in public areas of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

60. Plaintiff's traffickers paid cash for the hotel rooms where Plaintiff engaged in commercial sex acts.

61. Plaintiff's traffickers consistently displayed "Do Not Disturb" signs on the door to the hotel room where Plaintiff engaged in commercial sex acts and consistently refused housekeeping services.

62. Men and others frequently entered and left the rooms at the Roosevelt Inn, the Days Inn, and the North American Motor Inns where Plaintiff engaged in commercial sex acts.

63. Men walked the hallways at the Roosevelt Inn, the Days Inn, and the North American Motor Inns where Plaintiff was engaged in commercial sex acts.

64. Plaintiff had extended stays at the Roosevelt Inn, the Days Inn, and the North American Motor Inns with few or no personal possessions and was left in the room for long periods of time. The rooms for these extended stays were paid for with cash on a day to days basis.

65. Plaintiff dressed in a sexually explicit manner and would walk the hallways of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

66. Plaintiff was paid cash for the commercial sex acts she engaged in while at the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

67. Plaintiff distributed the cash she received for the commercial sex acts to her traffickers who used the cash as payment for the hotel rooms at the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

68. In 2013, Plaintiff was rescued from the Days Inn following an investigation by the FBI based on internet advertisements of Plaintiff promoting prostitution.

69. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the Plaintiff.

70. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the

Plaintiff.

71. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the Plaintiff.

72. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, rented rooms to sex traffickers exploiting Plaintiff at the Roosevelt Inn.

73. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. rented rooms to sex traffickers exploiting Plaintiff at the Days Inn.

74. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services rented rooms to sex traffickers exploiting Plaintiff at the North American Motor Inns.

75. Plaintiff, as a hotel guest, was a business invitee of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC.

76. Plaintiff, as a hotel guest, was also a business invitee of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.

77. Plaintiff, as a hotel guest, was also a business invitee of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services.

78. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

79. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

80. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

81. Defendants Roosevelt Inn, LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

82. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

83. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

84. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

85. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

86. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

87. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

88. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel

Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

89. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

90. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of Plaintiff.

91. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of Plaintiff.

92. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or

otherwise stop the human sex trafficking of Plaintiff.

93. By having knowledge of human sex trafficking at the Roosevelt Inn and negligently allowing the Plaintiff's harm to occur, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through its actual or apparent agents, servants and employees, caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

94. By negligently allowing the Plaintiff's harm to occur, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

95. By negligently allowing the Plaintiff's harm to occur, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

96. By renting rooms to individuals sex trafficking Plaintiff, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene,

disrupt or otherwise stop sex trafficking occurring on the premises of the Roosevelt Inn.

97. By renting rooms to individuals sex trafficking Plaintiff, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene, disrupt or otherwise stop sex trafficking occurring on the premises of the Days Inn.

98. By renting rooms to individuals sex trafficking the Plaintiff, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene, disrupt or otherwise stop sex trafficking occurring on the premises of the North American Motor Inns.

99. By renting rooms to individuals sex trafficking Plaintiff for commercial sex acts, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

100. By renting rooms to individuals sex trafficking Plaintiff for commercial sex acts, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

101. By renting rooms to individuals sex trafficking the Plaintiff for commercial sex acts, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

COUNT I - NEGLIGENCE

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC,**

102. The averments of Paragraphs 1 through 101 are incorporated herein by reference.

103. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Roosevelt Inn.

104. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees should have reasonably anticipated criminal conduct by third parties, including other guests, invitees or persons on the premises of the Roosevelt Inn.

105. Defendants Roosevelt Inn LCC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Roosevelt Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of

human trafficking and sexual exploitation on the premises of the Roosevelt Inn.

106. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Roosevelt Inn, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the Roosevelt Inn on a repeated basis.

107. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the Roosevelt Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the Roosevelt Inn.

108. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the Roosevelt Inn, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the Roosevelt Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn,

Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Roosevelt Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Roosevelt Inn;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at

the Roosevelt Inn;

- n. Failing to conduct adequate surveillance of the premises of the Roosevelt Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

109. By renting rooms to Plaintiff's sex traffickers, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

110. As a result of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's negligence, Plaintiff was caused to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

111. As a result of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the Roosevelt Inn.

112. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT II - NEGLIGENCE

**C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI
MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE
CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND
RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.**

113. The averments of Paragraphs 1 through 112 are incorporated herein by reference.

114. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Days Inn.

115. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati

Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.

individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of the Days Inn's business, should have reasonably anticipated criminal conduct on the part of third parties, including other guests and invitees of the premises of the Days Inn.

116. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Days Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the Days Inn.

117. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Days Inn, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex

traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the Days Inn on a repeated basis.

118. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the Days Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the Days Inn.

119. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experience that persons lawfully on the premises of the Days Inn, such as Plaintiff, would suffer serious bodily injury as a result of being victimized by violent crimes perpetrated by third persons on the premises of the Days Inn.

120. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the Days Inn, including Plaintiff, from

criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the Days Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Days Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Days Inn;

- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the Days Inn;
- n. Failing to conduct adequate surveillance of the premises of the Days Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

121. By renting rooms to Plaintiff's sex traffickers, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by and through their actual or apparent

agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

122. As a result Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., Plaintiff was caused to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

123. As a result of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.'s negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the Days Inn.

124. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., and demands compensatory and punitive damages

in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT III – NEGLIGENCE

C.A. v. NORTH AMERICAN MOTOR INNS, INC., RAMARA, INC., AND ASHOKA INVESTMENTS AND MANAGEMENT SERVICES

125. The averments of Paragraphs 1 through 124 are incorporated herein by reference.

126. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the North American Motor Inns.

127. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees should have reasonably anticipated criminal conduct by third parties, including other guests, invitees or persons on the premises of the North American Motor Inns.

128. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the North American Motor Inns in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the North American Motor Inns.

129. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the North American Motor Inns, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the North American Motor Inns on a repeated basis.

130. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the North American Motor Inns, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the North American Motor Inns.

131. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the North American Motor Inns, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the North American Motor Inns, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of

Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the North American Motor Inns;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the North American Motor Inns;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;

- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the North American Motor Inns;
- n. Failing to conduct adequate surveillance of the premises of the North American Motor Inns;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

132. By renting rooms to Plaintiff's sex traffickers, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

133. As a result of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services' negligence, Plaintiff was caused to suffer physical

harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

134. As a result of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services' negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the North American Motor Inns.

135. Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investments & Management Services acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IV – NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC**

136. The averments of paragraphs 1 through 135 are incorporated herein by reference.

137. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly & proximately causing harm/damages to Plaintiff.

138. Defendants acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT V – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC,

139. The averments of paragraphs 1 through 138 are incorporated herein by reference.

140. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to Plaintiff.

141. Defendants acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc and demands compensatory and punitive

damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VI – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. v. NORTH AMERICAN MOTOR INNS, INC., INC., RAMARA, INC. AND
ASHOKA INVESTMENTS & MANAGEMENT SERVICES**

142. The averments of paragraphs 1 through 141 are incorporated herein by reference.

143. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against the Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to the Plaintiff.

144. Defendants acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgement in her favor and against North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC,**

145. The averments of paragraphs 1 through 144 are incorporated herein by reference.

146. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and

employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

147. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

148. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

149. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the Roosevelt Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Roosevelt Inn would be victimized by, or subjected to, such criminal and/or violent acts.

150. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the Roosevelt Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

151. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VIII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.

152. The averments of paragraphs 1 through 151 are incorporated herein by reference.

153. Defendants, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

154. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably

sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

155. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

156. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the Days Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Days Inn would be victimized by, or subjected to, such criminal and/or violent acts.

157. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the Days Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

158. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn,

Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IX – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

C.A. v. NORTH AMERICAN MOTOR INNS, INC., RAMARA, INC., AND ASHOKA INVESTMENTS & MANAGEMENT SERVICES

159. The averments of paragraphs 1 through 158 are incorporated herein by reference.

160. Defendants North American Motor Inns, Inc., North American Motor Inns, Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

161. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

162. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

163. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the North American Motor Inns, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the North American Motor Inns would be victimized by, or subjected to, such criminal and/or violent acts.

164. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the North American Motor Inns, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

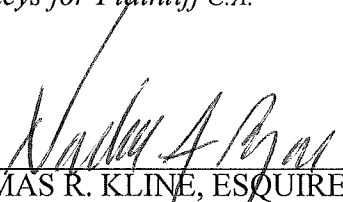
165. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand

(\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

KLINE & SPECTER, P.C.

Attorneys for Plaintiff C.A.

BY: 
THOMAS R. KLINE, ESQUIRE
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
KYLE B. NOCHO, ESQUIRE

DATED: 3-27-19

VERIFICATION

I, C [REDACTED] A [REDACTED], hereby state that I am the Plaintiff in the within matter, and as such verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

C [REDACTED] A [REDACTED]
[REDACTED]



235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



National Association of
Professional Process Servers

C.A. c/o Kline & Specter, P.C.

COURT Court of Common Pleas of Pennsylvania

Filed and Attested by the
Office of Judicial Records

01 APR 2019 02:12 pm

C. JONES

-VS-

Roosevelt Inn LLC, and Roosevelt Inn LLC dba Roosevelt Inn, et al

CASE NUMBER 1903-3355

AFFIDAVIT

State of Pennsylvania
County of Philadelphia

B&R Control # CS160877.08

Reference Number

Joseph Connelly, being duly sworn according to law, deposes and says that he/she is the process server/sheriff herein named, and that the facts set forth below are true and correct to the best of their knowledge, information and belief.

On 3/28/2019 we received the **Complaint** for service upon:

Ramara, Inc. at 1003 Spruce Street, Philadelphia, PA 19107.

Service was **NOT SERVED** on **03/28/2019** at **9:30 AM**, for the reason described below:

Unable to locate subject at given address - Neither Ramara, Inc. nor Richard Melius.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

BRENDA M. RAVENELL, Notary Public
City of Philadelphia, Phila. County

My Commission Expires December 16, 2019

Sworn to and subscribed before me this

1st day of April 2019

Process Server/Sheriff

Notary Public

ATTEMPTS:

03/28/2019 08:30 AM 1003 SPRUCE STREET PHILADELPHIA, PA 19107 Note: Given address appears to be residential - if company defendant unknown - server will check for residency of Richard Melius (noted as President of Co.). To gain entrance to the building the Process Server had to use a call box which contained only apartment numbers, no names. The Process Server was able to speak with 3 apartment tenants (2F,2R,4F). All said, the Defendant and Richard Melius were unknown. There was no response from apartments 1F,1R,3F, 3R when rang.

Client Phone (215) 772-1000

:

Filed Date: 3/27/2019

BR Serve By: 03/28/2019

Nadeem A. Bezar, Esquire
Kline and Specter, P.C.
1525 Locust Street
19th Floor
Philadelphia, PA 19102



ORIGINAL

Case ID: 190303355



235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



C.A. c/o Kline & Specter, P.C.

COURT Court of Common Pleas of Pennsylvania
Philadelphia County, Civil
Filed and Attested by the
Office of Judicial Records
03 APR 2019 11:21 am
C. JONES

-VS-

Roosevelt Inn LLC, and Roosevelt Inn LLC dba Roosevelt Inn, et al

CASE NUMBER 1903-3355

AFFIDAVIT

State of Pennsylvania
County of Philadelphia

B&R Control # CS160877.07
Reference Number

Thomas Kenney, being duly sworn according to law, deposes and says that he/she is the process server/sheriff herein named, and that the facts set forth below are true and correct to the best of their knowledge, information and belief.

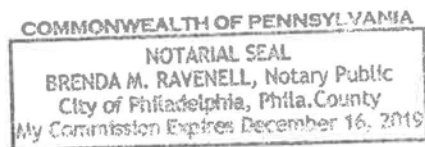
On 3/28/2019 we received the **Complaint** and that service was effected upon **North American Motor Inns, Inc. dba North American Motor Inns** at **4444 City Avenue, Philadelphia, PA 19131** on **3/28/2019 at 10:50 AM**, in the manner described below:

By service upon: Priscilla McMillan, Manager as an agent or person authorized to accept service at usual place of business.

Description:

Gender: **Female** Race/Skin: **Black** Age: **50 - 60 Yrs** Weight: **131-160 Lbs.** Height: **5ft4in - 5ft8in**
Hair: **Black** Glasses: **Yes** Other:

Service Notes:



Sworn to and subscribed before me this

2ND day of April 2019

Process Server/Sheriff

Notary Public

ATTEMPTS:

Client Phone (215) 772-1000

:

Filed Date: 3/27/2019 **BR Serve By:** 03/28/2019

Nadeem A. Bezar, Esquire
Kline and Specter, P.C.
1525 Locust Street
19th Floor
Philadelphia, PA 19102



ORIGINAL

Case ID: 190303355



235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



National Association of
Professional Process Servers

C.A. c/o Kline & Specter, P.C.

COURT Court of Common Pleas of Pennsylvania

Filed and Attested by the
Office of Judicial Records

04 APR 2019 11:28 am

S. RICE

-VS-

Roosevelt Inn LLC, and Roosevelt Inn LLC dba Roosevelt Inn, et al

CASE NUMBER 1903-3355

AFFIDAVIT

State of Pennsylvania
County of Philadelphia

B&R Control # CS160877.03

Reference Number

James G. Robinson, being duly sworn according to law, deposes and says that he/she is the process server/sheriff herein named, and that the facts set forth below are true and correct to the best of their knowledge, information and belief.

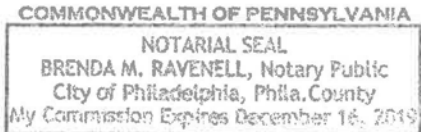
On 3/28/2019 we received the **Complaint** and that service was effected upon **4200 Roosevelt LLC and 4200 Roosevelt LLC dba Days Inn** at **4200 Roosevelt Boulevard, Philadelphia, PA 19124** on **3/28/2019 at 10:12 AM**, in the manner described below:

By service upon: Asif, Manager as an agent or person authorized to accept service at usual place of business.

Description:

Gender: **Male** Race/Skin: **Indian** Age: **40 - 50 Yrs.** Weight: **131-160 Lbs.** Height: **5ft9in - 6ft0in** Hair: **Black**
Glasses: **Yes** Other:

Service Notes:



Sworn to and subscribed before me this

3RD day of April 2019

Brenda M. Ravenell
Notary Public

Process Server/Sheriff

[Signature]

ATTEMPTS:

Client Phone (215) 772-1000

:

Filed Date: 3/27/2019

BR Serve By: 03/28/2019

Nadeem A. Bezar, Esquire
Kline and Specter, P.C.
1525 Locust Street
19th Floor
Philadelphia, PA 19102



ORIGINAL

Case ID: 190303355



235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



C.A. c/o Kline & Specter, P.C.

COURT Court of Common Pleas of Pennsylvania

Philadelphia County - Civil
Filed and Attested by the
Office of Judicial Records

04 APR 2019 11:33 am

-VS-

Roosevelt Inn LLC, and Roosevelt Inn LLC dba Roosevelt Inn, et al

CASE NUMBER 1903-3355

AFFIDAVIT

State of Pennsylvania
County of Philadelphia

B&R Control # CS160877.04
Reference Number

James G. Robinson, being duly sworn according to law, deposes and says that he/she is the process server/sheriff herein named, and that the facts set forth below are true and correct to the best of their knowledge, information and belief.

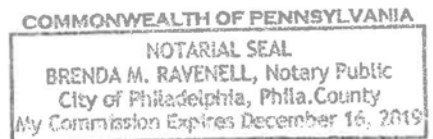
On 3/28/2019 we received the **Complaint** and that service was effected upon **4200 Rose Hospitality, LLC and 4200 Rose Hospitality dba Days Inn at 4200 Roosevelt Boulevard, Philadelphia, PA 19124** on **03/28/2019 at 10:12 AM**, in the manner described below:

By service upon: Asif, Manager as an agent or person authorized to accept service at usual place of business.

Description:

Gender: **Male** Race/Skin: **Indian** Age: **40 - 50 Yrs.** Weight: **131-160 Lbs.** Height: **5ft9in - 6ft0in** Hair: **Black**
Glasses: **Yes** Other:

Service Notes:



Sworn to and subscribed before me this

3RD day of April 2019

Process Server/Sheriff

Brenda M. Ravenell
Notary Public

ATTEMPTS:

Client Phone (215) 772-1000

: Filed Date: 3/27/2019 BR Serve By: 03/28/2019

Nadeem A. Bezar, Esquire
Kline and Specter, P.C.
1525 Locust Street
19th Floor
Philadelphia, PA 19102



ORIGINAL

Case ID: 190303355



235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



National Association of
Professional Process Servers

C.A. c/o Kline & Specter, P.C.

COURT Court of Common Pleas of Pennsylvania

Philadelphia County - Civil
**Filed and Attested by the
Office of Judicial Records**

04 APR 2019 11:37 am

S. RICE

-VS-

Roosevelt Inn LLC, and Roosevelt Inn LLC dba Roosevelt Inn, et al

CASE NUMBER 1903-3355

AFFIDAVIT

State of Pennsylvania
County of Philadelphia

B&R Control # CS160877.06

Reference Number

James G. Robinson, being duly sworn according to law, deposes and says that he/she is the process server/sheriff herein named, and that the facts set forth below are true and correct to the best of their knowledge, information and belief.

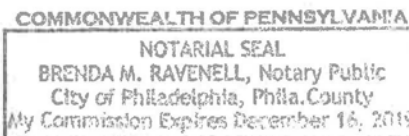
On 3/28/2019 we received the **Complaint** and that service was effected upon **Days Inn by Wyndham dba Days Inn** at **4200 Roosevelt Boulevard, Philadelphia, PA 19124** on **03/28/2019** at **10:12 AM**, in the manner described below:

By service upon: Asif, Manager as an agent or person authorized to accept service at usual place of business.

Description:

Gender: **Male** Race/Skin: **Indian** Age: **40 - 50 Yrs.** Weight: **131-160 Lbs.** Height: **5ft9in - 6ft0in** Hair: **Black**
Glasses: **Yes** Other:

Service Notes:



Sworn to and subscribed before me this

4th day of APRIL 2019

Process Server/Sheriff

Notary Public

ATTEMPTS:

Client Phone (215) 772-1000

:

Filed Date: 3/27/2019

BR Serve By: 03/28/2019

Nadeem A. Bezar, Esquire
Kline and Specter, P.C.
1525 Locust Street
19th Floor
Philadelphia, PA 19102



ORIGINAL

Case ID: 190303355



235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



National Association of
Professional Process Servers

C.A. c/o Kline & Specter, P.C.

COURT Court of Common Pleas of Pennsylvania

Filed and Attested by the
Office of Judicial Records

04 APR 2019 11:35 am

-VS-

Roosevelt Inn LLC, and Roosevelt Inn LLC dba Roosevelt Inn, et al

CASE NUMBER 1903-3355

G. IMPERATO

AFFIDAVIT

State of Pennsylvania
County of Philadelphia

B&R Control # CS160877.05

Reference Number

James G. Robinson, being duly sworn according to law, deposes and says that he/she is the process server/sheriff herein named, and that the facts set forth below are true and correct to the best of their knowledge, information and belief.

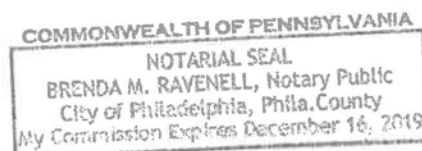
On 3/28/2019 we received the **Complaint** and that service was effected upon **Days Inn at 4200 Roosevelt Boulevard, Philadelphia, PA 19124** on **03/28/2019 at 10:12 AM**, in the manner described below:

By service upon: Asif, Manager as an agent or person authorized to accept service at usual place of business.

Description:

Gender: **Male** Race/Skin: **Indian** Age: **40 - 50 Yrs.** Weight: **131-160 Lbs.** Height: **5ft9in - 6ft0in** Hair: **Black**
Glasses: **Yes** Other:

Service Notes:



Sworn to and subscribed before me this

4th day of April 2019

Process Server/Sheriff

Notary Public

ATTEMPTS:

Client Phone (215) 772-1000

:

Filed Date: 3/27/2019

BR Serve By: 03/28/2019

Nadeem A. Bezar, Esquire
Kline and Specter, P.C.
1525 Locust Street
19th Floor
Philadelphia, PA 19102



ORIGINAL

Case ID: 190303355



239 SOUTH 15TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



C.A. c/o Kline & Specter, P.C.

COURT Court of Common Pleas of Pennsylvania
Philadelphia County - Civil
Filed and Attested by the
Office of Judicial Records
04 APR 2019 11:23 am
S. RICE

-VS-

Roosevelt Inn LLC, and Roosevelt Inn LLC dba Roosevelt Inn, et al

CASE NUMBER 1903-3355

AFFIDAVIT

State of Pennsylvania
County of Philadelphia

B&R Control # CS160877.01
Reference Number

James G. Robinson, being duly sworn according to law, deposes and says that he/she is the process server/sheriff herein named, and that the facts set forth below are true and correct to the best of their knowledge, information and belief.

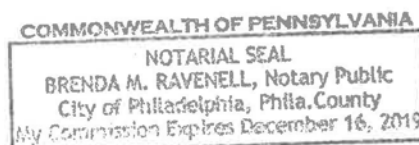
On 3/28/2019 we received the **Complaint** and that service was effected upon **Roosevelt Inn LLC, and Roosevelt Inn LLC dba Roosevelt Inn at 7630 Roosevelt Boulevard, Philadelphia, PA 19152** on **3/28/2019 at 10:44 AM**, in the manner described below:

By service upon: Mr. Patel, Manager as an agent or person authorized to accept service at usual place of business.

Description:

Gender: **Male** Race/Skin: **Indian** Age: **60 - 70 Yrs.** Weight: **Over 200 Lbs.** Height: **Sitting** Hair: **Salt & Pepper** Glasses: **Yes** Other:

Service Notes:



Sworn to and subscribed before me this

3RD day of April 2019
Brenda M. Ravenell
Notary Public

Process Server/Sheriff

ATTEMPTS:

Client Phone (215) 772-1000

:

Filed Date: 3/27/2019 **BR Serve By:** 03/28/2019

Nadeem A. Bezar, Esquire
Kline and Specter, P.C.
1525 Locust Street
19th Floor
Philadelphia, PA 19102



ORIGINAL

Case ID: 190303355



235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



National Association of
Professional Process Servers

C.A. c/o Kline & Specter, P.C.

COURT Court of Common Pleas of Pennsylvania

Filed and Attested by the
Office of Judicial Records

04 APR 2019 11:25 am

S. RICE

-VS-

Roosevelt Inn LLC, and Roosevelt Inn LLC dba Roosevelt Inn, et al

CASE NUMBER 1903-3355

AFFIDAVIT

State of Pennsylvania
County of Philadelphia

B&R Control # CS160877.02
Reference Number

James G. Robinson, being duly sworn according to law, deposes and says that he/she is the process server/sheriff herein named, and that the facts set forth below are true and correct to the best of their knowledge, information and belief.

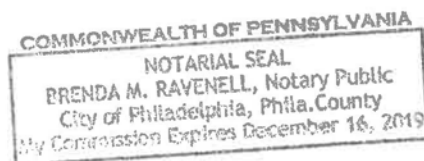
On 3/28/2019 we received the **Complaint** and that service was effected upon **Roosevelt Motor Inn, Inc. at 7630 Roosevelt Boulevard, Philadelphia, PA 19152** on **03/28/2019 at 10:44 AM**, in the manner described below:

By service upon: Mr. Patel, Manager as an agent or person authorized to accept service at usual place of business.

Description:

Gender: **Male** Race/Skin: **Indian** Age: **60 - 70 Yrs.** Weight: **Over 200 Lbs.** Height: **Sitting** Hair: **Salt & Pepper** Glasses: **Yes** Other:

Service Notes:



Sworn to and subscribed before me this

30 day of April 2019

Process Server/Sheriff

Notary Public

ATTEMPTS:

Client Phone (215) 772-1000

:

Filed Date:

3/27/2019

BR Serve By:

03/28/2019

Nadeem A. Bezar, Esquire
Kline and Specter, P.C.
1525 Locust Street
19th Floor
Philadelphia, PA 19102



ORIGINAL

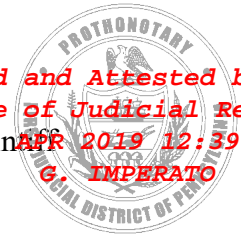
Case ID: 190303355

KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
NADEEM A. BEZAR, ESQUIRE/63577
EMILY B. MARKS, ESQUIRE/204405
KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
Philadelphia, Pennsylvania 19102
(215) 772-1000

Filed and Attested by the
Office of Judicial Records
Plaintiff
MARCH 2019 12:39 pm
G. IMPERATO



C.A.	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	
V.	:	
	:	MARCH TERM, 2019
	:	
ROOSEVELT INN LLC, et. al.	:	NO.: 03355
	:	
Defendants.	:	

ENTRY OF APPEARANCE AS CO-COUNSEL FOR PLAINTIFF

TO THE PROTHONOTARY:

Kindly enter my appearance as co-counsel for Plaintiff C.A. in the above-captioned matter.

KLINE & SPECTER, P.C.

BY: /s/ Kyle B. Nocho
KYLE B. NOCHO, ESQUIRE

Dated: April 4, 2019



KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
NADEEM A. BEZAR, ESQUIRE/63577
EMILY B. MARKS, ESQUIRE/204405
KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
Philadelphia, Pennsylvania 19102
(215) 772-1000

Attorneys for Plaintiff

C.A.	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	
V.	:	
	:	
	:	MARCH TERM, 2019
ROOSEVELT INN LLC, et. al.	:	NO.: 03355
	:	
Defendants.	:	

ENTRY OF APPEARANCE AS CO-COUNSEL FOR PLAINTIFF

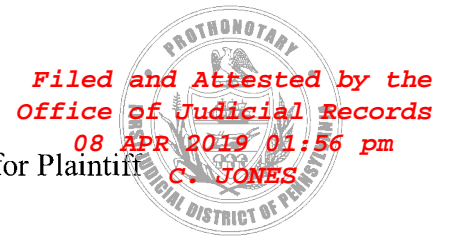
TO THE PROTHONOTARY:

Kindly enter my appearance as Counsel for Plaintiff C.A. in the above-captioned matter.



EMILY B. MARKS, ESQUIRE

Dated: April 4, 2019



KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270
 1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff

C.A.	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	
V.	:	
	:	MARCH TERM, 2019
ROOSEVELT INN LLC, et. al.	:	NO.: 03355
Defendants.	:	

**AFFIDAVIT OF SERVICE OF COMPLAINT UPON DEFENDANT,
 UFVS MANAGEMENT COMPANY, LLC**

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA :

NADEEM A. BEZAR, ESQUIRE, being duly sworn according to law, deposes and states that a time-stamped copy of Plaintiffs' Complaint and Notice to Defend filed in the above-captioned matter was served via certified mail, return receipt requested upon defendant UFVS Management Company, 287 Bowman Avenue, Purchase, NY 10577. Your deponent further states that attached hereto and marked as Exhibit "A" are copies of the transmittal letter and signed certified mail return receipt card showing receipt on March 29, 2019.

KLINE & SPECTER, P.C.

BY: *Nadeem A. Bezar/s/*

 NADEEM A. BEZAR
 Attorney for Plaintiffs

EXHIBIT A



FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Track Another Package +

Tracking Number: 70181830000138823487

Remove X

Expected Delivery on

FRIDAY

29 MARCH 2019 ⓘ by **8:00pm** ⓘ

✓ **Delivered**

March 29, 2019 at 1:43 pm
Delivered, Left with Individual
PURCHASE, NY 10577

Get Updates ✓

Feedback

Text & Email Updates



Tracking History



Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions. Case ID: 190303355

CA

FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Feedback

The easiest tracking number is the one you don't have to know.

With Informed Delivery[®], you never have to type in another tracking number. Sign up to:

- See images* of incoming mail.
- Automatically track the packages you're expecting.
- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions[™] for your mail carrier.

Sign Up

([https://reg.usps.com/entreg/RegistrationAction_input?](https://reg.usps.com/entreg/RegistrationAction_input?app=UspsTools&appURL=https%3A%2F%2Ftools.usps.com%2Fgc)

***NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.**

**KLINE & SPECTER, P.C.**

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff

C.A.	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	
V.	:	
	:	MARCH TERM, 2019
	:	NO.: 03355
ROOSEVELT INN LLC, et. al.	:	
Defendants.	:	

**AFFIDAVIT OF SERVICE OF COMPLAINT UPON DEFENDANT,
WYNDHAM HOTEL GROUP, LLC**

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA :

NADEEM A. BEZAR, ESQUIRE, being duly sworn according to law, deposes and states that a time-stamped copy of Plaintiffs' Complaint and Notice to Defend filed in the above-captioned matter was served via certified mail, return receipt requested upon defendant Wyndham Hotel Group, 22 Sylvan Way, Parsippany, NJ 07054. Your deponent further states that attached hereto and marked as Exhibit "A" are copies of the transmittal letter and signed certified mail return receipt card showing receipt on March 29, 2019.

KLINE & SPECTER, P.C.BY: *Nadeem A. Bezar/s/*

 NADEEM A. BEZAR
 Attorney for Plaintiffs

EXHIBIT A



FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Track Another Package +

Tracking Number: 70181830000138823500

Remove X

Your item was delivered at 2:22 pm on March 29, 2019 in PARSIPPANY, NJ 07054.



Delivered

March 29, 2019 at 2:22 pm

Delivered

PARSIPPANY, NJ 07054

Get Updates ✓

Feedback

Text & Email Updates



Tracking History



Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Case ID: 190303355

The easiest tracking number is the one you don't have to know.

With Informed Delivery[®], you never have to type in another tracking number. Sign up to:



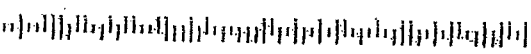
- See images* of incoming mail.
- Automatically track the packages you're expecting.
- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions[™] for your mail carrier.

Feedback

Sign Up

([https://reg.usps.com/entreg/RegistrationAction_input?](https://reg.usps.com/entreg/RegistrationAction_input?app=UspsTools&appURL=https%3A%2F%2Ftools.usps.com%2Fgc)

***NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.**

USPS TRACKING#  9590 9402 4665 8323 7465 27		First-Class Mail Postage & Fees Paid USPS Permit No. G-10
United States Postal Service	<p>• Sender: Please print your name, address, and ZIP+4® in this box•</p> <p>Kline & Specter 1525 Locust St. Philadelphia, PA 19102 Nadeem Bezar</p>	
		

C.A.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature X <i>Donna Madsen</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Wyndham Hotel Group, LLC 22 Sylvan Way Parsippany, NJ 07054</p>		<p>B. Received by (Printed Name) <i>Donna Madsen</i></p>	<p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label) 7018 1830 0001 3882 3500</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**KLINE & SPECTER, P.C.**

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff

C.A.	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	
V.	:	
	:	MARCH TERM, 2019
	:	NO.: 03355
ROOSEVELT INN LLC, et. al.	:	
	:	
Defendants.	:	

**AFFIDAVIT OF SERVICE OF COMPLAINT UPON DEFENDANT,
WYNDHAM HOTEL MANAGEMENT, INC.**

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA :

NADEEM A. BEZAR, ESQUIRE, being duly sworn according to law, deposes and states that a time-stamped copy of Plaintiffs' Complaint and Notice to Defend filed in the above-captioned matter was served via certified mail, return receipt requested upon defendant Wyndham Hotel Management Inc., 22 Sylvan Way, Parsippany, NJ 07054. Your deponent further states that attached hereto and marked as Exhibit "A" are copies of the transmittal letter and signed certified mail return receipt card showing receipt on March 29, 2019.

KLINE & SPECTER, P.C.

BY: Nadeem A. Bezar/s/
 NADEEM A. BEZAR, ESQUIRE
 Attorney for Plaintiff

EXHIBIT A



FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Track Another Package +

Tracking Number: 70181830000138823470

Remove X

Your item was delivered at 2:22 pm on March 29, 2019 in PARSIPPANY, NJ 07054.

 **Delivered**

March 29, 2019 at 2:22 pm

Delivered

PARSIPPANY, NJ 07054

Get Updates ✓

Feedback

Text & Email Updates



Tracking History



Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Case ID: 190303355

The easiest tracking number is the one you don't have to know.

With Informed Delivery[®], you never have to type in another tracking number. Sign up to:


- See images* of incoming mail.
- Automatically track the packages you're expecting.
- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions[™] for your mail carrier.

Feedback

Sign Up

([https://reg.usps.com/entreg/RegistrationAction_input?](https://reg.usps.com/entreg/RegistrationAction_input?app=UspsTools&appURL=https%3A%2F%2Ftools.usps.com%2Fgc)

***NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.**

USPS TRACKING #  9590 9402 4665 8323 7465 58		First-Class Mail Postage & Fees Paid USPS Permit No. G-10
United States Postal Service	<p>* Sender: Please print your name, address, and ZIP+4® in this box*</p> <p>Kline & Specter 1525 Locust St. Philadelphia, PA 19102 Nadeem Bezar</p>	

C.A.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>x Donna Madsen</i></p>	
<p>1. Article Addressed to:</p> <p>Wyndham Hotel Management, Inc 22 Sylvan Way Parsippany, NJ 07054</p>		<p>B. Received by (Printed Name)</p> <p><i>Donna Madsen</i></p>	<p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7018 1830 0001 3882 3470</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**KLINE & SPECTER, P.C.**

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff

C.A.	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	
V.	:	
	:	MARCH TERM, 2019
	:	
ROOSEVELT INN LLC, et. al.	:	NO.: 03355
	:	
Defendants.	:	

**AFFIDAVIT OF SERVICE OF COMPLAINT UPON DEFENDANT,
WYNDHAM HOTELS AND RESORTS, LLC**

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA :

NADEEM A. BEZAR, ESQUIRE, being duly sworn according to law, deposes and states that a time-stamped copy of Plaintiffs' Complaint and Notice to Defend filed in the above-captioned matter was served via certified mail, return receipt requested upon defendant Wyndham Hotels and Resorts, LLC, 22 Sylvan Way, Parsippany, NJ 07054. Your deponent further states that attached hereto and marked as Exhibit "A" are copies of the transmittal letter and signed certified mail return receipt card showing receipt on March 29, 2019.

KLINE & SPECTER, P.C.*Nadeem A. Bezar/s/*

BY:

 NADEEM A. BEZAR, ESQUIRE
 Attorney for Plaintiff

EXHIBIT A



FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Track Another Package +

Tracking Number: 70181830000138823494

Remove X

Your item was delivered at 2:22 pm on March 29, 2019 in PARSIPPANY, NJ 07054.

 **Delivered**

March 29, 2019 at 2:22 pm

Delivered

PARSIPPANY, NJ 07054

Get Updates ✓

Feedback

Text & Email Updates



Tracking History



Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Case ID: 190303355

The easiest tracking number is the one you don't have to know.

With Informed Delivery[®], you never have to type in another tracking number. Sign up to:



- See images* of incoming mail.
- Automatically track the packages you're expecting.
- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions[™] for your mail carrier.

Feedback

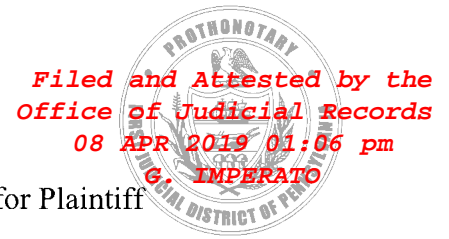
Sign Up

([https://reg.usps.com/entreg/RegistrationAction_input?](https://reg.usps.com/entreg/RegistrationAction_input?app=UspsTools&appURL=https%3A%2F%2Ftools.usps.com%2Fgc)

***NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.**

USPS TRACKING#  9590 9402 4665 8323 7465 34			First-Class Mail Postage & Fees Paid USPS Permit No. G-10
United States Postal Service	* Sender: Please print your name, address, and ZIP+4® in this box* Kline & Specter 1525 Locust St. Philadelphia, PA 19102 Nadeem Bezar		
C.A.			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete Items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <input checked="" type="checkbox"/> <i>Donna Madsen</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Wyndham Hotels and Resorts, LLC 22 Sylvan Way Parsippany, NJ 07054		B. Received by (Printed Name) Donna Madsen	C. Date of Delivery
2. Article Number (Transfer from service label) 7018 1830 0001 3882 3494		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	



KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHIO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff

C.A.	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	
V.	:	
	:	MARCH TERM, 2019
	:	
ROOSEVELT INN LLC, et. al.	:	NO.: 03355
	:	
Defendants.	:	

**AFFIDAVIT OF SERVICE OF COMPLAINT UPON DEFENDANT,
 WYNDHAM WORLDWIDE CORPORATION**

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA :

NADEEM A. BEZAR, ESQUIRE, being duly sworn according to law, deposes and states that a time-stamped copy of Plaintiffs' Complaint and Notice to Defend filed in the above-captioned matter was served via certified mail, return receipt requested upon defendant Wyndham Worldwide Corporation, 22 Sylvan Way, Parsippany, NJ 07054. Your deponent further states that attached hereto and marked as Exhibit "A" are copies of the transmittal letter and signed certified mail return receipt card showing receipt on March 29, 2019.

KLINE & SPECTER, P.C.

BY: Nadeem A. Bezar/s/
 NADEEM A. BEZAR, ESQUIRE
 Attorney for Plaintiff

EXHIBIT A



FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Track Another Package +

Tracking Number: 70181830000138823517

Remove X

Your item was delivered at 2:22 pm on March 29, 2019 in PARSIPPANY, NJ 07054.

Delivered

March 29, 2019 at 2:22 pm

Delivered

PARSIPPANY, NJ 07054

Get Updates ✓

Feedback

Text & Email Updates



Tracking History



Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Case ID: 190303355

The easiest tracking number is the one you don't have to know.

With Informed Delivery[®], you never have to type in another tracking number. Sign up to:


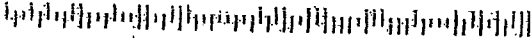
- See images* of incoming mail.
- Automatically track the packages you're expecting.
- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions[™] for your mail carrier.

Feedback


Sign Up

([https://reg.usps.com/entreg/RegistrationAction_input?](https://reg.usps.com/entreg/RegistrationAction_input?app=UspsTools&appURL=https%3A%2F%2Ftools.usps.com%2Fgc)

***NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.**

USPS TRACKING #  9590 9402 4665 8323 7465 10		First-Class Mail Postage & Fees Paid USPS Permit No. G-10
United States Postal Service	* Sender: Please print your name, address, and ZIP+4® in this box* Kline & Specter 1525 Locust St. Philadelphia, PA 19102 Nadeem Bezar	
		

C.A.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>Donna Madsen</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) <i>Donna Madsen</i> C. Date of Delivery	
1. Article Addressed to: Wyndham Worldwide Corporation 22 Sylvan Way Parsippany, NJ 07054		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
 9590 9402 4665 8323 7465 10		3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery (over \$500)	
2. Article Number (Transfer from service label) 7018 1830 0001 3882 3517			
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	



235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



Case #: 2019-91668-0000 12238427
Main (Public)
Code: 0 Judge:
Rept: Z2142097 3/27/2019 3:15:27 PM

National Association of
Professional Process Servers

C.A. c/o Kline & Specter, P.C.

Court of Common Pleas of
Pennsylvania

Filed and Attested by the
Office of Judicial Records

1903 APR 2019 08:45 am

G. IMPERATO

-VS-

Roosevelt Inn LLC, and Roosevelt Inn LLC dba Roosevelt Inn, et al

CASE NUMBER

AFFIDAVIT

State of _____

County of _____

B&R Control # CS160877.09

Reference Number

FORWARDED SERVICE

Now, on 3/28/2019, I do hereby request the Sheriff of Bucks County
to serve this **Complaint** and make return thereof in accordance with the Law, for service upon
Surati Management Group at **121 Drew Drive, Langhorne, PA 19153**
By (Competent Adult) Linda Robertson Sheriff Check Amt \$58. #20885

OFFICIAL RECEIPT
RECEIPT # 2019-1-05568
FOR B&R SERVICES FOR
PROFESSIONALS, INC.
03/28/2019 03:57 PM

**** SPECIAL INSTRUCTIONS ****

Urgent PLEASE SERVE ASAP THANK YOU

Please Rush serve

See Attached

2019-91668 SERVICE 0058
Check #20885
Total

*** Thank You ***
COB/weber

☐ Served Date _____ Time _____ Accepted By: _____

In the manner described below.

- ☐ Personally served.
☐ Adult in charge of residence. Relationship is _____
☐ Adult in charge of residence who refused to give name and/or relationship. _____
☐ Manager/Clerk of place of residence lodging _____
☐ Agent or person authorized to accept service _____
☐ Other _____

Description of Person Age _____ Height _____ Weight _____ Race _____ Sex _____
Other _____

☐ Not Served Date _____ Time _____ ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

☐ Other _____

The Process Server, was at the time of service a competent adult, over 18
years of age, not having a direct interest in the litigation. I declare under
penalty of perjury that the foregoing is true and correct.

Process Server/Sheriff _____

Sworn to and subscribed before me this
_____ day of _____

Notary Public

Client Phone (215) 772-1000

Filed Date: 3/27/2019 BR Serve By: 04/25/2019

Nadeem A. Bezar, Esquire
Kline and Specter, P.C.
1525 Locust Street
19th Floor
Philadelphia, PA 19102



ORIGINAL

Case ID: 190303355

BUCKS SHERIFF'S RETURN

Case #: 2019-91668
Commenced: 3/27/2019
Caption: C.A. C/O KLINE & SPECTOR P.C.
vs.
SURATI MANAGEMENT GROUP

SERVICE REQUEST

Request #: 2578 (1 of 1)
Request Type: Process Server COMPLAINT
Entered: 3/29/2019 by cob\rlrenninger
Requested By: C.A. C/O KLINE & SPECTOR P.C.
UNKNOWN

Special Instructions: ****RUSH****
Service To: SURATI MANAGEMENT GROUP

Zone: 4
Address: 121 DREW DRIVE
LANGHORNE, PA 19047
Municipality: Middletown TOWNSHIP
Pick Up on 4/2/2019 12:37 PM by deputy Deputy Salvatore LaMantia
Served on 4/2/2019 12:56 PM by deputy Deputy Salvatore LaMantia
• Adult in Charge of Residence (A)(2)(f)
Served To: BHARTI SURATI

BLANK ROME LLP

BY: Grant S. Palmer, Esquire
Attorney Bar I.D. No.: 57686
James J. Quinlan, Esquire
Attorney Bar I.D. No.: 200944
Daniel E. Oberdick, Esquire
Attorney Bar I.D. No.: 309676
Philadelphia, PA 19103-6998
Fax: (215) 569-5555
Tel.: (215) 569-5500
Email: palmer@blankrome.com
quinlan@blankrome.com
doberdick@blankrome.com

*Filed and Attested by the
Office of Judicial Records
05 APR 2019 05:59 pm
M. RUSSO*
*Attorneys for Defendants
Roosevelt Inn LLC d/b/a Roosevelt
Roosevelt Motor Inn, Inc. and
UFVS Management Company, LLC*

C.A.,	:	COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY
Plaintiff	:	
	:	CIVIL TRIAL DIVISION
v.	:	
	:	MARCH TERM, 2019
ROOSEVELT INN LLC	:	NO. 3355
d/b/a ROOSEVELT INN, et al.,	:	
Defendants.	:	JURY TRIAL DEMANDED
	:	

ENTRIES OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter the appearance of Grant S. Palmer, James J. Quinlan and Daniel E. Oberdick on behalf of Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC in the above-captioned matter.

Respectfully Submitted,

BLANK ROME LLP

/s/ Grant S. Palmer
Grant S. Palmer (PA ID# 57686)
James J. Quinlan (PA ID# 200944)
Daniel E. Oberdick (PA ID# 309676)

Dated: April 15, 2019

CERTIFICATE OF SERVICE

I, James J. Quinlan, Esquire, hereby certify that, on this 15th day of April 2019, I caused a true and correct copy of the foregoing Entries of Appearance to be served via electronic and first class mail upon the following:

Thomas R. Kline, Esquire
Nadeem A. Bezar, Esquire
Emily B. Marks, Esquire
Kyle Nocho, Esquire
Kline & Specter, P.C.
1525 Locust Street
Philadelphia, PA 19102

Attorneys for Plaintiff

And

Wyndham Worldwide Corporation
22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

Wyndham Hotel Group LLC
22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

Wyndham Hotels and Resorts LLC
22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

Wyndham Hotel Management Inc.
22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

North American Motor Inns Inc.
4444 City Ave.
Philadelphia, PA 19131

Defendant

And

Ramara Inc.
1003 Spruce Street
Philadelphia, PA 19107

Defendant

And

Ashoka Investments & Management Services
27A Iris Ave.
San Francisco, CA 94118

Defendant

And

4200 Roosevelt LLC
4200 Roosevelt Blvd.
Philadelphia, PA 19124

Defendant

And

4200 Rose Hospitality LLC
4200 Roosevelt Blvd.
Philadelphia, PA 19124

Defendant

And

Days Inn
4200 Roosevelt Blvd.

Philadelphia, PA 19125

Defendant

And

Surati Management Group
121 Drew Dr.
Langhorne, PA 19053

Defendant

And

Days Inn by Wyndham
4200 Roosevelt Blvd.
Philadelphia, PA 19124

Defendant

/s/ James J. Quinlan
JAMES J. QUINLAN

C.A.,

Plaintiff

v.

ROOSEVELT INN LLC

d/b/a ROOSEVELT INN, et al.,

Defendants.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL TRIAL DIVISION

MARCH TERM, 2019

NO. 3355

JURY TRIAL DEMANDED

Filed and Attested by the
Office of Judicial Records
15 APR 2019 06:05 pm
M. RUSSO

ORDER

AND NOW, this ____ day of _____, 2019, upon consideration of Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's Preliminary Objections to Plaintiff's Complaint, and any response thereto, it is hereby ORDERED and DECREED that said Preliminary Objections are sustained in their entirety. It is FURTHER ORDERED:

1. Plaintiff's demand for punitive damages is stricken; and
2. Paragraphs 48, 50, 52 – 67 are dismissed for lack of specificity.

BY THE COURT:

J.

BLANK ROME LLP

BY: Grant S. Palmer, Esquire
Attorney Bar I.D. No.: 57686
James J. Quinlan, Esquire
Attorney Bar I.D. No.: 200944
Daniel E. Oberdick, Esquire
Attorney Bar I.D. No.: 309676
Philadelphia, PA 19103-6998
Fax: (215) 569-5555
Tel.: (215) 569-5500
Email: palmer@blankrome.com
quinlan@blankrome.com
doberdick@blankrome.com

*Attorneys for Defendants,
Roosevelt Inn LLC d/b/a Roosevelt Inn
Roosevelt Motor Inn, Inc. and
UFVS Management Company, LLC*

/s Grant S. Palmer

You are hereby notified to file a written response to Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's Preliminary Objections to Plaintiff's Complaint within twenty (20) days of service hereof or a judgment may be entered against you.

C.A.,	:	COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY
Plaintiff	:	
	:	CIVIL TRIAL DIVISION
v.	:	
	:	MARCH TERM, 2019
ROOSEVELT INN LLC	:	NO. 3355
d/b/a ROOSEVELT INN, et al.,	:	
Defendants.	:	JURY TRIAL DEMANDED
	:	

**DEFENDANTS ROOSEVELT INN LLC, ET AL.'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S COMPLAINT**

Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC (the "Roosevelt Defendants"), by their undersigned counsel, hereby file the instant Preliminary Objections to Plaintiff C.A.'s ("Plaintiff") Complaint.

A. Factual and Procedural Background

1. Plaintiff C.A. ("Plaintiff") alleges that from 2012 – 2013, she was the victim of underage human sex trafficking, having been trafficked at various hotels throughout Philadelphia.

2. Plaintiff commenced this civil action on March 27, 2019 asserting negligence claims related to her allegations of underage human sex trafficking against the Roosevelt Defendants, as well as Defendants 4200 Roosevelt LLC, 4200 Rose Hospitality LLC, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, Wyndham Hotel Management, Inc., North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management Services. *See* Plaintiff's Complaint attached as Exhibit "A."

3. Plaintiff's Complaint, which indiscriminately lumps all the hotel defendants together without any specificity whatsoever, alleges that the Roosevelt Defendants had actual or constructive knowledge that human trafficking was occurring on their premises and that they failed to report or otherwise stop Plaintiff from being trafficked. *Id.* at ¶90.

4. In three separate Counts (Counts I, IV and VII), Plaintiff claims that the Roosevelt Defendants, individually and through their agents, acted in an outrageous and reckless manner, warranting the imposition of punitive damages.

5. However, Plaintiff's Complaint does not contain the factual specificity required by Pennsylvania law to place the Roosevelt Defendants on notice of the claims Plaintiff has asserted.

6. For these reasons, the Roosevelt Defendants file the instant Preliminary Objections seeking dismissal of Plaintiff's legally insufficient allegations.

7. Pa.R.Civ.P. 1028 permits a party to file preliminary objections for: (1) a pleading's failure to conform to law or rule of court; (2) insufficient specificity in a pleading; and (3) legal insufficiency of a pleading. *See* Pa.R.Civ.P. 1028(a) *et. seq.* Preliminary objections are properly granted when the pleadings are legally insufficient for one or more of the reasons

enumerated in Pa.R.Civ.P. 1028(a). *See Baker v. Cambridge Chase, Inc.*, 725 A.2d 757, 764 (Pa. Super. 1999).

8. Instantly, Plaintiff's claims for punitive damages and non-specific allegations that fail to distinguish between the actions of the various hotel defendants must be stricken.

B. Preliminary Objection to Strike Plaintiff's Demands for Punitive Damages Pursuant to Pa.R.Civ.P. 1028(a)(2) and Pa.R.Civ.P. 1028(a)(4)

9. The *ad damnum* clauses in Counts I, IV, and VII of the Complaint seek punitive damages from the Roosevelt Defendants without alleging conduct sufficient to support Plaintiff's claims.

10. Under Pennsylvania law, a Plaintiff must support a demand for punitive damages by alleging specific conduct that is outrageous in nature and that demonstrates intentional, willful, wanton or reckless behavior. *Pittsburgh Outdoor Adv. Co. v. Virginia Manor Apts., Inc.*, 260 A.2d 801 (Pa. 1970); *see also SHV Coal v. Continental Grain*, 587 A.2d 702 (Pa. 1991).

11. Plaintiff's allegations of "recklessness" throughout the Complaint are insufficient because Plaintiff fails to allege anything other than inadvertent or careless conduct which amounts to nothing more than mere negligence. *See* Complaint, Exhibit "A."

12. While "recklessness" may be generally averred pursuant to Pa.R.Civ.P. 1019, the Complaint alleges only that Roosevelt Defendants "had a duty to take precautions against reasonably anticipated criminal conduct by third parties" and that the Roosevelt Defendants breached that duty by failing to protect Plaintiff because the Roosevelt Defendants "knew or should have known, that adults working as sex traffickers were causing ... Plaintiff ... to be sexually exploited[.] *See, e.g., id.* at ¶¶ 105; 106; 108.

13. Plaintiff's allegations amount to nothing more than claims of simple negligence because they fail to suggest the evil motive or reckless indifference needed to factually support a claim for punitive damages.

14. Pennsylvania law is clear that allegations of negligent or even grossly negligent conduct are insufficient to support a claim for punitive damages. *Feld v. Merrian*, 485 A.2d 742 (Pa. 1984); *see also Schock v. T.J. Care, Inc.*, 65 Pa. D.&C. 4th 517 (CCP Fayette Co. 2004).

15. Plaintiff's Complaint alleges no facts to support that the Roosevelt Defendants acted outrageously, with indifference or conscious disregard, or with a motive toward the Plaintiff, which is required to support an award of punitive damages.

16. It is therefore respectfully requested that the Court strike Plaintiff's punitive damage claims.

C. Preliminary Objection to Strike Plaintiffs' Allegations for Lack of Specificity Pursuant to Pa.R.Civ.P. 1028(a)(2) and 1028(a)(3)

17. Plaintiff's Complaint is also deficient for failing to set forth allegations with the specificity required by Pennsylvania law. Pa.R.Civ.P 1019(a) provides that "[t]he material facts on which a cause of action or defense is based shall be stated in a concise and summary form."

18. Further, the Pennsylvania Supreme Court has recognized that bald, conclusory allegations that a defendant was "otherwise negligent," or some similarly vague, indefinite and non-specific allegation is objectionable on its face and a defendant may move to strike such insufficient statements. *See Connor v. Allegheny General Hospital*, 461 A.2d 600 fn. 3 (Pa. Super. 1983).

19. Pennsylvania law is clear that "[a] complaint must not only give the defendant notice of what the plaintiffs' claim is and the grounds upon which it rests, but it must also formulate the issues by summarizing those facts essential to support the claim." *Alpha Tau*

Omega Fraternity v. University of Pennsylvania, 464 A.2d 1349, 1352 (Pa. Super. 1983) (citations omitted); *see also Cassell v. Shellenberger*, 514 A.2d 163, 165 (Pa. Super. 1986). Plaintiff's Complaint fails this basic standard.

20. Numerous allegations in Plaintiffs' Complaint lack the specificity required to place the Roosevelt Defendants on notice of what Plaintiff's claims are and upon what grounds she bases those claims and instead repeatedly lumps the hotel defendants together throughout her Complaint.

21. Specifically, throughout eighteen (18) separate averments, Plaintiff ascribes the exact same actions and course of conduct to all the hotel defendants and fails to allege facts specific to any one hotel defendant. *See, e.g.* Exhibit "A" at ¶¶ 53; 55. (claiming "Plaintiff engaged in numerous sex act 'dates' per day at the Roosevelt Inn, the Days Inn, or the North American Motor Inns" and stating that "[t]he hotel rooms where Plaintiff engaged in commercial sex acts contained used condoms and condom wrappers and the room frequently smelled of marijuana").

22. In other instances, Plaintiff appears to concede that certain allegations do not apply to every hotel. *See, e.g., id.* at ¶ 57 (by alleging "[h]ousekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inns had conversations with Plaintiff and had knowledge that Plaintiff was staying at the Roosevelt Inn to engage in commercial sex acts" Plaintiff seems to suggest that she was not trafficked at the Days Inn and North American Motor Inns, despite the plethora of allegations that suggest otherwise).

23. Ultimately, Paragraphs 48, 50, 52 – 67 of Plaintiff's Complaint fails to set forth facts particular to any one of the individual hotel defendants.

24. Instead, Plaintiff asks the Roosevelt Defendants to respond to overbroad, generalized allegations collectively asserted against all hotel defendants without providing material facts upon which Plaintiff's cause of action against the Roosevelt Defendants is based, in violation of Pennsylvania law. *Alpha Tau Omega Fraternity v. University of Pennsylvania*, 464 A.2d 1349, 1352 (Pa. Super. 1983) (citations omitted); *see also Cassell v. Shellenberger*, 514 A.2d 163, 165 (Pa. Super. 1986).

25. Plaintiff's allegations in the aforementioned paragraphs are therefore insufficiently pled and must be stricken pursuant to Pa.R.C.P. 1028(a)(2) and (3) and applicable case law.

WHEREFORE, Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC respectfully request that this Honorable Court sustain their Preliminary Objections and enter the attached Order.

Respectfully Submitted,

BLANK ROME LLP

/s/ Grant S. Palmer

Grant S. Palmer (PA ID# 57686)

James J. Quinlan (PA ID# 200944)

Daniel E. Oberdick (PA ID# 309767)

BLANK ROME LLP

One Logan Square

130 N. 18th Street

Philadelphia, PA 19103

(215) 569-5500

Dated: April 15, 2019

BLANK ROME LLP

BY: Grant S. Palmer, Esquire
Attorney Bar I.D. No.: 57686
James J. Quinlan, Esquire
Attorney Bar I.D. No.: 200944
Daniel E. Oberdick, Esquire
Attorney Bar I.D. No.: 309676
Philadelphia, PA 19103-6998
Fax: (215) 569-5555
Tel.: (215) 569-5500
Email: palmer@blankrome.com
quinlan@blankrome.com
doberdick@blankrome.com

*Attorneys for Defendants,
Roosevelt Inn LLC d/b/a Roosevelt Inn
Roosevelt Motor Inn, Inc. and
UFVS Management Company, LLC*

/s Grant S. Palmer

You are hereby notified to file a written response to Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's Preliminary Objections to Plaintiff's Complaint within twenty (20) days of service hereof or a judgment may be entered against you.

C.A.,

Plaintiff

v.

ROOSEVELT INN LLC
d/b/a ROOSEVELT INN, et al.,

Defendants.

: COURT OF COMMON PLEAS
: PHILADELPHIA COUNTY
:
: CIVIL TRIAL DIVISION
:
: MARCH TERM, 2019
: NO. 3355
:
: JURY TRIAL DEMANDED
:

**DEFENDANTS ROOSEVELT INN LLC, ET AL.'S MEMORANDUM OF LAW
IN SUPPORT OF THEIR PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT**

Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's (the "Roosevelt Defendants"), by their undersigned counsel, hereby submit this Memorandum of Law in Support of their Preliminary Objections to Plaintiff's Complaint.

I. MATTER BEFORE THE COURT

The matter before the Court is the Roosevelt Defendants' Preliminary Objections to strike Plaintiff's demand for punitive damages and to strike paragraphs 48, 50, 52 – 67 for lack of specificity.

II. FACTUAL AND PROCEDURAL BACKGROUND

Plaintiff C.A. ("Plaintiff") alleges from 2012 – 2013, she was the victim of underage human sex trafficking, having been trafficked at various hotels throughout Philadelphia. Plaintiff commenced this civil action on March 27, 2019 asserting negligence claims related to her allegations of underage human sex trafficking against the Roosevelt Defendants, as well as Defendants 4200 Roosevelt LLC, 4200 Rose Hospitality LLC, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, Wyndham Hotel Management, Inc., North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management Services. *See* Plaintiff's Complaint attached as Exhibit "A."

Plaintiff's Complaint, which indiscriminately lumps all the hotel defendants together without any specificity whatsoever, alleges that the Roosevelt Defendants had actual or constructive knowledge that human trafficking was occurring on their premises and that they failed to report or otherwise stop Plaintiff from being trafficked. *Id.* at ¶90. In three separate Counts (Counts I, IV and VII), Plaintiff claims that the Roosevelt Defendants, individually and through their agents, acted in an outrageous and reckless manner, warranting the imposition of punitive damages. However, Plaintiff's Complaint does not contain the factual specificity required by Pennsylvania law to place the Roosevelt Defendants on notice of the claims Plaintiff has asserted. For these reasons, The Roosevelt Defendants file the instant Preliminary Objections seeking dismissal of Plaintiff's legally insufficient allegations.

III. QUESTION INVOLVED

1. Should Plaintiff's punitive damage claims be stricken where such claims are prejudicial, vague, non-factual and conclusory?

SUGGESTED ANSWER: Yes

2. Should Plaintiff's insufficiently specific allegations be dismissed where said allegations indiscriminately lump all the hotel defendants together such that the Roosevelt Defendants are unable to determine what Plaintiff's claims are?

SUGGESTED ANSWER: Yes

IV. ARGUMENT

A. Standard

A party must formulate the issues in a case by summarizing the facts necessary to support his or her claims in a concise manner. *See* Pa.R.Civ.P. 1019(a). However, a Complaint will only satisfy Pennsylvania's stringent fact pleading requirements when the Complaint (1) contains averments of all facts the plaintiff must prove in order to recover and, (2) is sufficiently specific so as to enable the party served with the Complaint to prepare a defense. *See, e.g.,* Pa.R.Civ.P. 1019(a); *Commonwealth Dep't of Transp. V. Shipley Humble Oil Co.*, 370 A.2d 438 (Pa. Commw. 1977); *General State Authority v. Sutter Corp.*, 256 A.2d 377 (Pa. Commw. 1976). The sufficiency of a Complaint is governed by the facts alleged therein and the Plaintiff is not relieved of her duty to plead material facts simply because the adverse party has knowledge of those facts. *See Gross v. United Engineers and Constructors*, 302 A.2d 413 (Pa. Super. 1973).

Pa.R.Civ.P. 1028 permits a party to file preliminary objections for: (1) a pleading's failure to conform to law or rule of court; (2) insufficient specificity in a pleading; and (3) legal insufficiency of a pleading. *See* Pa.R.Civ.P. 1028(a) *et. seq.* Preliminary objections are properly

granted when the pleadings are legally insufficient for one or more of the reasons enumerated in Pa.R.Civ.P. 1028(a). *See Baker v. Cambridge Chase, Inc.*, 725 A.2d 757, 764 (Pa. Super. 1999).

Instantly, Plaintiff's claims for punitive damages and non-specific allegations that fail to distinguish between the actions of the various hotel defendants must be stricken.

B. Preliminary Objection to Strike Plaintiff's Demands for Punitive Damages Pursuant to Pa.R.Civ.P. 1028(a)(2) and Pa.R.Civ.P. 1028(a)(4)

The *ad damnum* clauses in Counts I, IV, and VII of the Complaint seek punitive damages from the Roosevelt Defendants without alleging conduct sufficient to support Plaintiff's claims. Under Pennsylvania law, a Plaintiff must support a demand for punitive damages by alleging specific conduct that is outrageous in nature and that demonstrates intentional, willful, wanton or reckless behavior. *Pittsburgh Outdoor Adv. Co. v. Virginia Manor Apts., Inc.*, 260 A.2d 801 (Pa. 1970); *see also SHV Coal v. Continental Grain*, 587 A.2d 702 (Pa. 1991). Plaintiff's allegations of "recklessness" throughout the Complaint are insufficient because Plaintiff fails to allege anything other than inadvertent or careless conduct which amounts to nothing more than mere negligence. *See* Complaint, Exhibit "A."

While "recklessness" may be generally averred pursuant to Pa.R.Civ.P. 1019, the Complaint alleges only that Roosevelt Defendants "had a duty to take precautions against reasonably anticipated criminal conduct by third parties" and that the Roosevelt Defendants breached that duty by failing to protect Plaintiff because the Roosevelt Defendants "knew or should have known, that adults working as sex traffickers were causing ... Plaintiff ... to be sexually exploited[.] *See, e.g., id.* at ¶¶ 105; 106; 108. Plaintiff's allegations amount to nothing more than claims of simple negligence because they fail to suggest the evil motive or reckless indifference needed to factually support a claim for punitive damages. Pennsylvania law is clear that allegations of negligent or even grossly negligent conduct are insufficient to support a claim

for punitive damages. *Feld v. Merrian*, 485 A.2d 742 (Pa. 1984); *see also Schock v. T.J. Care, Inc.*, 65 Pa. D.&C. 4th 517 (CCP Fayette Co. 2004).

Plaintiff's Complaint alleges no facts to support that the Roosevelt Defendants acted outrageously, with indifference or conscious disregard, or with a motive toward the Plaintiff, which is required to support an award of punitive damages. It is therefore respectfully requested that the Court strike Plaintiff's punitive damage claims.

C. Preliminary Objection to Strike Plaintiffs' Allegations for Lack of Specificity Pursuant to Pa.R.Civ.P. 1028(a)(2) and 1028(a)(3)

Plaintiff's Complaint is also deficient for failing to set forth allegations with the specificity required by Pennsylvania law. Pa.R.Civ.P 1019(a) provides that "[t]he material facts on which a cause of action or defense is based shall be stated in a concise and summary form." Further, the Pennsylvania Supreme Court has recognized that bald, conclusory allegations that a defendant was "otherwise negligent," or some similarly vague, indefinite and non-specific allegation is objectionable on its face and a defendant may move to strike such insufficient statements. *See Connor v. Allegheny General Hospital*, 461 A.2d 600 fn. 3 (Pa. Super. 1983). Pennsylvania law is clear that "[a] complaint must not only give the defendant notice of what the plaintiffs' claim is and the grounds upon which it rests, but it must also formulate the issues by summarizing those facts essential to support the claim." *Alpha Tau Omega Fraternity v. University of Pennsylvania*, 464 A.2d 1349, 1352 (Pa. Super. 1983) (citations omitted); *see also Cassell v. Shellenberger*, 514 A.2d 163, 165 (Pa. Super. 1986). Plaintiff's Complaint fails this basic standard.

Numerous allegations in Plaintiffs' Complaint lack the specificity required to place the Roosevelt Defendants on notice of what Plaintiff's claims are and upon what grounds she bases those claims, and instead repeatedly lumps the hotel defendants together throughout her

Complaint. Specifically, throughout eighteen (18) separate averments, Plaintiff ascribes the exact same actions and course of conduct to all the hotel defendants and fails to allege facts specific to any one hotel defendant. *See, e.g.* Exhibit “A” at ¶¶ 53; 55. (claiming “Plaintiff engaged in numerous sex act ‘dates’ per day at the Roosevelt Inn, the Days Inn, or the North American Motor Inns” and stating that “[t]he hotel rooms where Plaintiff engaged in commercial sex acts contained used condoms and condom wrappers and the room frequently smelled of marijuana”).

In other instances, Plaintiff appears to concede that certain allegations do not apply to every hotel. *See, e.g., id.* at ¶ 57 (by alleging “[h]ousekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inns had conversations with Plaintiff and had knowledge that Plaintiff was staying at the Roosevelt Inn to engage in commercial sex acts” Plaintiff seems to suggest that she was not trafficked at the Days Inn and North American Motor Inns, despite the plethora of allegations that suggest otherwise). Ultimately, Paragraphs 48, 50, 52 – 67 of Plaintiff’s Complaint fails to set forth facts particular to any one of the individual hotel defendants. Instead, Plaintiff asks the Roosevelt Defendants to respond to overbroad, generalized allegations collectively asserted against all hotel defendants without providing material facts upon which Plaintiff’s cause of action against the Roosevelt Defendants is based, in violation of Pennsylvania law. *Alpha Tau Omega Fraternity v. University of Pennsylvania*, 464 A.2d 1349, 1352 (Pa. Super. 1983) (citations omitted); *see also Cassell v. Shellenberger*, 514 A.2d 163, 165 (Pa. Super. 1986). Plaintiff’s allegations in the aforementioned paragraphs are therefore insufficiently pled and must be stricken pursuant to Pa.R.C.P. 1028(a)(2) and (3) and applicable case law.

V. RELIEF REQUESTED

The Roosevelt Defendants respectfully request that this Court sustain their Preliminary Objections and enter the proposed order.

Respectfully Submitted,

BLANK ROME LLP

/s/ Grant S. Palmer

Grant S. Palmer (PA ID# 57686)
James J. Quinlan (PA ID# 200944)
Daniel E. Oberdick (PA ID# 309767)
BLANK ROME LLP
One Logan Square
130 N. 18th Street
Philadelphia, PA 19103
(215) 569-5500

Dated: April 15, 2019

Exhibit A

KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
NADEEM A. BEZAR, ESQUIRE/63577
EMILY B. MARKS, ESQUIRE/204405
KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
Philadelphia, Pennsylvania 19102
(215) 772-1000

Attorneys for Plaintiff C.A.

Filed and Accepted by the
Office of Judicial Records
27 MAR 2021 10:00 am



C.A.
c/o Kline & Specter, P.C.
1525 Locust Street
Philadelphia, PA 19102

Plaintiff,

v.

ROOSEVELT INN LLC and
ROOSEVELT INN LLC d/b/a/
ROOSEVELT INN
7630 Roosevelt Boulevard
Philadelphia, PA 19152

and

ROOSEVELT MOTOR INN, INC.
7630 Roosevelt Boulevard
Philadelphia, PA 19152

and

UFVS MANAGEMENT COMPANY, LLC
287 Bowman Avenue
Purchase, NY 10577

and

4200 ROOSEVELT LLC and
4200 ROOSEVELT LLC d/b/a/
DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

4200 ROSE HOSPITALITY LLC and
4200 ROSE HOSPITALITY d/b/a/
DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS

CIVIL TRIAL DIVISION
FEBRUARY TERM, 2019
NO.:

JURY TRIAL DEMANDED

Case ID: 190303355

Case ID: 190303355
Control No.: 19041986

and

DAYS INN
4200 Roosevelt Boulevard
Philadelphia PA 19124

and

SURATI MANAGEMENT GROUP
121 Drew Drive
Langhorne, PA 19053

and

DAYS INN BY WYNDHAM d/b/a DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

WYNDHAM WORLDWIDE CORPORATION
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL GROUP, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTELS AND RESORTS, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL MANAGEMENT, INC.
22 Sylvan Way
Parsippany, NJ 07054

and

NORTH AMERICAN MOTOR INNS, INC. d/b/a
NORTH AMERICAN MOTOR INNS
4444 City Avenue
Philadelphia, Pennsylvania 19131

Case ID: 190303355

Case ID: 190303355
Control No.: 19041986

and

RAMARA, INC.
1003 Spruce Street
Philadelphia, PA 19107

and

ASHOKA INVESTMENTS & MANAGEMENT
SERVICES
27 A Iris Avenue
San Francisco, CA 94118

Defendants

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER (OR CANNOT AFFORD ONE), GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERENCE SERVICE
One Reading Center
Philadelphia, PA 19107
(215) 238-6333
TTY (215) 451-6197

AVISO

Le han demandado en corte. Si usted quiere defendirse contra las demandas nombradas en las paginas siguientes, tiene veinte (20) dias a partir de recibir esta demanda y notificacion para entablar personalmente o por un abogado una comparecencia escrita y tambien para entablar con la corte en forma escrita sus defensas y objeciones a las demandas contra usted. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELEFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO.

SI USTED NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUEDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO de REFERENCIA LEGAL
One Reading Center
Philadelphia, PA 19107
Telefono: (215) 238-6333
TTY (215) 451-6197

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Attorneys for Plaintiff C.A.

C.A.

c/o Kline & Specter, P.C.
1525 Locust Street
Philadelphia, PA 19102

Plaintiff,

v.

ROOSEVELT INN LLC and
ROOSEVELT INN LLC d/b/a/
ROOSEVELT INN
7630 Roosevelt Boulevard
Philadelphia, PA 19152

and

ROOSEVELT MOTOR INN, INC.
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Philadelphia, PA 19152

and

UFVS MANAGEMENT COMPANY, LLC
287 Bowman Avenue
Purchase, NY 10577

and

4200 ROOSEVELT LLC and
4200 ROOSEVELT LLC d/b/a/
DAYS INN
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PHILADELPHIA COUNTY
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4200 ROSE HOSPITALITY LLC and
4200 ROSE HOSPITALITY d/b/a
DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

SURATI MANAGEMENT GROUP
121 Drew Drive
Langhorne, PA 19053

and

DAYS INN BY WYNDHAM d/b/a
DAYS INN
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Philadelphia, PA 19124

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WYNDHAM WORLDWIDE CORPORATION
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NORTH AMERICAN MOTOR INNS, INC. d/b/a
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4444 City Avenue
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RAMARA, INC.
1003 Spruce Street
Philadelphia, PA 19107

and

ASHOKA INVESTMENTS & MANAGEMEMT
SERVICES
27 A Iris Avenue
San Francisco, CA 94118

Defendants

COMPLAINT

PRELIMINARY STATEMENT

1. Human sex trafficking is a form of modern-day slavery that exists throughout the United States.
2. Human trafficking is a global multi-billion dollar enterprise that affects nearly every single country.
3. Women and girls are disproportionately affected by human sex trafficking and account for the vast majority of victims in commercial sex trafficking.
4. Globally, there are approximately 5 million people trapped in forced sexual exploitation. It is a form of civil in the abuse and exploitation of the most innocent and vulnerable.

5. The hospitality industry, and hotels specifically, owe a duty to provide a safe premise for their guests and must protect them against reasonably anticipated conduct.

6. Hotels and motels are frequented for both sex and labor trafficking business operations.

7. The National Human Trafficking Hotline recorded 3,596 cases of human trafficking involving a hotel or motel from 2007 through 2017.

THE PARTIES

8. Plaintiff, C.A. was born on May 1, 1996 and is one of the thousands of victims of human trafficking and being victimized in hotels / motels across the United States.

9. From 2012 through 2013, Plaintiff was exploited as a minor by commercial sex traffickers who financially benefitted from her exploitation. Plaintiff resides in Philadelphia County, Pennsylvania. Plaintiff can be contacted through her counsel, Thomas R. Kline, Esquire, Nadeem A. Bezar, Esquire, Emily B. Marks, Esquire, and Kyle B. Nocho, Esquire of Kline & Specter, P.C., 1525 Locust Street, Philadelphia, Pennsylvania 19102.

10. Plaintiff's name and address are not contained in this Complaint to protect the privacy and identity of Plaintiff who incurred injuries and damages when she was a minor.

11. Defendant Roosevelt Inn LLC is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania with a principal business address located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152. At all material times hereto, Defendant Roosevelt Inn LLC owned, operated or managed the Roosevelt Inn located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152 [hereinafter "Roosevelt Inn"].

12. Defendant Roosevelt Motor Inn, Inc. [hereinafter referred to as "Roosevelt Motor Inn"] is a corporation duly organized and existing under the laws of the Commonwealth of

Pennsylvania with a principal business address located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152. At all material times hereto, Defendant Roosevelt Motor Inn, Inc. owned, operated or managed the Roosevelt Inn.

13. Defendant UFVS Management Company, LLC, is a limited liability company duly organized and existing under the laws of the State of New York. At all material times hereto, Defendant UFVS Management Company, LLC owned, operated and/or managed the Roosevelt Inn. Defendant UFVS Management Company, LLC oversees the operation of the Roosevelt Inn including the hiring of employees.

14. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, and UFVS Management Company, LLC were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the Roosevelt Inn. Accordingly, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, and UFVS Management Company, LLC are liable for the acts and/or omissions of their agents, servants and/or employees under the theories of agency, master servant, respondeat superior and/or right of control.

15. Defendant 4200 Roosevelt LLC and 4200 Roosevelt LLC d/b/a Days Inn [hereinafter referred to as "4200 Roosevelt"] is a limited liability company duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant 4200 Roosevelt LLC owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124 [hereinafter "Days Inn"].

16. Defendant 4200 Rose Hospitality, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn [hereinafter referred to as "Rose Hospitality"] is a limited liability company duly organized

and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant 4200 Rose Hospitality, owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124.

17. Defendant Days Inn is a company duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant Days Inn owned operated and/or managed the Days Inn.

18. Defendant Surati Management Group is a company duly organized and existing under the laws under the Commonwealth of Pennsylvania with a principal business address located at 121 Drew Lane, Langhorne, PA 19053. At all material times hereto, Defendant Surati Management Group owned, operated and/or managed the Days Inn.

19. Defendant Days Inns d/b/a Days Inn by Wyndham [hereinafter referred to as "Days Inn by Wyndham"] is a company duly organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124. At all material times hereto, Defendant Days Inn d/b/a Days Inn by Wyndham owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124.

20. Defendant Wyndham Worldwide Corporation is a corporation duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Worldwide Corporation owned, operated or managed the Days Inn.

21. Defendant Wyndham Hotel Group, LLC is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant

Wyndham Hotel Group, LLC owned, operated or managed the Days Inn.

22. Defendant Wyndham Hotels and Resorts, LLC is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Hotels and Resorts, LLC owned, operated or managed the Days Inn.

23. Defendant Wyndham Hotel Management, Inc. is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Hotel Management, Inc. owned, operated or managed the Days Inn.

24. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. made up a corporate structure that consisted of parent entities, parent corporations, associated or affiliated corporations, member corporations and/or subsidiary corporations.

25. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the Days Inn. Accordingly, Defendants 4200 Roosevelt LLC, 4200 Rose Hospitality Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. are liable for the acts and/or omissions of their

agents, servants and/or employees under the theories of agency, master servant, respondeat superior and/or right of control.

26. Defendant North American Motor Inns, Inc. d/b/a North American Motor Inns [hereinafter referred to as "North American Motor Inns"] is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant North American Motor Inns, Inc. owned, operated or managed the North American Motor Inns located at 4444 City Avenue, Philadelphia, PA 19137.

27. Defendant Ramara, Inc. is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 1003 Spruce Street, Philadelphia PA 19107. At all material times hereto, Defendant Ramara, Inc. owned, operated and/or managed the North American Motor Inns.

28. Defendant Ashoka Investment & Management Services is a company duly organized and existing under the laws of the State of California with a principal place of business located at 27 A. Iris Avenue, San Francisco, CA 94118. At all material times hereto, Ashoka Investment & Management Services owned, operated and/or managed the North American Motor Inns.

29. Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the North American Motor Inns. Accordingly, Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management are liable for the acts and/or omissions of their agents, servants and/or employees

under the theories of agency, master servant, respondeat superior and/or right of control.

30. Venue is appropriate in this case because all the Defendants regularly conduct business in Philadelphia County.

31. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Roosevelt Inn where they worked.

32. At all times material hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Days Inn where they worked.

33. At all material times hereto, North American Motor Inns, Inc, Ramara, Inc. and Ashoka Investment & Management individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the North American Motor Inns where they worked.

34. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the Roosevelt Inn and instead permitted heinous and unspeakable acts to occur.

35. At all material times hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation,

Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the Days Inn and instead permitted heinous and unspeakable acts to occur.

36. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the North American Motor Inns and instead permitted heinous and unspeakable acts to occur.

37. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the Roosevelt Inn.

38. At all times material hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the Days Inn.

39. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the North American Motor Inns.

40. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, rented rooms to sex traffickers financially

benefiting from the commercial sex acts occurring on the premises of the Roosevelt Inn.

41. At all material times hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. rented rooms to sex traffickers financially benefiting from the commercial sex acts occurring on the premises of the Days Inn.

42. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services rented rooms to sex traffickers financially benefiting from the commercial sex acts occurring on the premises of the North American Motor Inns.

OPERATIVE FACTS

43. Pennsylvania has long held that hotel and motel owners are liable for the reasonably anticipated harm that may occur to their guests from third persons. *Moran v. Valley Forge Drive-In Theater, Inc.*, 246 A.2d 875, 879 (Pa. 1968)

44. This principle has been reinforced in more modern Pennsylvania cases. *See Rabutino, Admin. of the Estate of William Impagliazzo v. Freedom State Realty Co., Inc., et al.*, 809 A.2d 933, 942 (Pa. Super. 2002) (holding that owner and operator of hotel owed a duty of care to 19-year-old who was shot and killed during party inside room because such conduct was a reasonably anticipated event).

45. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the Roosevelt Inn to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

46. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the Days Inn to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

47. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the North American Motor Inns to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

48. Beginning in 2012, Plaintiff was recruited, enticed, solicited, harbored and/or transported to engage in commercial sex acts by sex traffickers at the Roosevelt Inn, the Days Inn, and the North American Motor Inns on a regular, consistent and/or repeated basis.

49. Plaintiff's traffickers put up internet advertisements for the purpose of prostituting Plaintiff.

50. These advertisements often included both the name and address of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

51. The advertisements included a fake name for Plaintiff and a phone number to call.

52. During the phone call, sex for cash was negotiated and the caller "John" would be informed that Plaintiff was at the Roosevelt Inn, the Days Inn, or the North American Motor Inns.

53. Plaintiff engaged in numerous commercial sex act "dates" per day at the Roosevelt Inn, the Days Inn, or the North American Motor Inns.

54. Plaintiff's traffickers would remain on the premises of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

55. The hotel rooms where Plaintiff engaged in commercial sex acts contained used condoms and condom wrappers and the room frequently smelled of marijuana.

56. Plaintiff was accompanied by men while on the premises of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

57. Housekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inns had conversations with Plaintiff and had knowledge that Plaintiff was staying at the Roosevelt Inn to engage in commercial sex acts.

58. Plaintiff was visibly treated in an aggressive manner by traffickers engaged in commercial sex acts with Plaintiff while in public areas of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

59. Plaintiff exhibited fear and anxiety while on the premises and in public areas of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

60. Plaintiff's traffickers paid cash for the hotel rooms where Plaintiff engaged in commercial sex acts.

61. Plaintiff's traffickers consistently displayed "Do Not Disturb" signs on the door to the hotel room where Plaintiff engaged in commercial sex acts and consistently refused housekeeping services.

62. Men and others frequently entered and left the rooms at the Roosevelt Inn, the Days Inn, and the North American Motor Inns where Plaintiff engaged in commercial sex acts.

63. Men walked the hallways at the Roosevelt Inn, the Days Inn, and the North American Motor Inns where Plaintiff was engaged in commercial sex acts.

64. Plaintiff had extended stays at the Roosevelt Inn, the Days Inn, and the North American Motor Inns with few or no personal possessions and was left in the room for long periods of time. The rooms for these extended stays were paid for with cash on a day to days basis.

65. Plaintiff dressed in a sexually explicit manner and would walk the hallways of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

66. Plaintiff was paid cash for the commercial sex acts she engaged in while at the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

67. Plaintiff distributed the cash she received for the commercial sex acts to her traffickers who used the cash as payment for the hotel rooms at the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

68. In 2013, Plaintiff was rescued from the Days Inn following an investigation by the FBI based on internet advertisements of Plaintiff promoting prostitution.

69. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, I.L.C, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the Plaintiff.

70. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, I.L.C, Wyndham Hotels and Resorts, I.L.C, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the

Plaintiff.

71. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the Plaintiff.

72. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, rented rooms to sex traffickers exploiting Plaintiff at the Roosevelt Inn.

73. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. rented rooms to sex traffickers exploiting Plaintiff at the Days Inn.

74. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services rented rooms to sex traffickers exploiting Plaintiff at the North American Motor Inns.

75. Plaintiff, as a hotel guest, was a business invitee of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC.

76. Plaintiff, as a hotel guest, was also a business invitee of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.

77. Plaintiff, as a hotel guest, was also a business invitee of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services.

78. Defendants Roosevelt Inn J.L.C, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

79. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, L.L.C, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

80. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

81. Defendants Roosevelt Inn, L.L.C, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

82. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

83. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

84. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

85. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

86. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

87. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

88. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel

Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

89. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

90. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UTVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of Plaintiff.

91. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of Plaintiff.

92. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or

otherwise stop the human sex trafficking of Plaintiff.

93. By having knowledge of human sex trafficking at the Roosevelt Inn and negligently allowing the Plaintiff's harm to occur, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through its actual or apparent agents, servants and employees, caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

94. By negligently allowing the Plaintiff's harm to occur, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

95. By negligently allowing the Plaintiff's harm to occur, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

96. By renting rooms to individuals sex trafficking Plaintiff, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene,

disrupt or otherwise stop sex trafficking occurring on the premises of the Roosevelt Inn.

97. By renting rooms to individuals sex trafficking Plaintiff, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene, disrupt or otherwise stop sex trafficking occurring on the premises of the Days Inn.

98. By renting rooms to individuals sex trafficking the Plaintiff, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene, disrupt or otherwise stop sex trafficking occurring on the premises of the North American Motor Inns.

99. By renting rooms to individuals sex trafficking Plaintiff for commercial sex acts, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

100. By renting rooms to individuals sex trafficking Plaintiff for commercial sex acts, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

101. By renting rooms to individuals sex trafficking the Plaintiff for commercial sex acts, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

COUNT I - NEGLIGENCE

C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS MANAGEMENT COMPANY, LLC.

102. The averments of Paragraphs 1 through 101 are incorporated herein by reference.

103. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Roosevelt Inn.

104. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees should have reasonably anticipated criminal conduct by third parties, including other guests, invitees or persons on the premises of the Roosevelt Inn.

105. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Roosevelt Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of

human trafficking and sexual exploitation on the premises of the Roosevelt Inn.

106. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Roosevelt Inn, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the Roosevelt Inn on a repeated basis.

107. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the Roosevelt Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the Roosevelt Inn.

108. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the Roosevelt Inn, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the Roosevelt Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn,

Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Roosevelt Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Roosevelt Inn;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at

the Roosevelt Inn;

- n. Failing to conduct adequate surveillance of the premises of the Roosevelt Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

109. By renting rooms to Plaintiff's sex traffickers, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

110. As a result of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's negligence, Plaintiff was caused to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

111. As a result of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the Roosevelt Inn.

112. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT II - NEGLIGENCE

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.

113. The averments of Paragraphs 1 through 112 are incorporated herein by reference.

114. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Days Inn.

115. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati

Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.

individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of the Days Inn's business, should have reasonably anticipated criminal conduct on the part of third parties, including other guests and invitees of the premises of the Days Inn.

116. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Days Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the Days Inn.

117. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Days Inn, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex

traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the Days Inn on a repeated basis.

118. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the Days Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the Days Inn.

119. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experience that persons lawfully on the premises of the Days Inn, such as Plaintiff, would suffer serious bodily injury as a result of being victimized by violent crimes perpetrated by third persons on the premises of the Days Inn.

120. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the Days Inn, including Plaintiff, from

criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the Days Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, I.L.C., Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Days Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Days Inn;

- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the Days Inn;
- n. Failing to conduct adequate surveillance of the premises of the Days Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

121. By renting rooms to Plaintiff's sex traffickers, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by and through their actual or apparent

agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

122. As a result Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., Plaintiff was caused to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

123. As a result of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.'s negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the Days Inn.

124. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., and demands compensatory and punitive damages

in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT III - NEGLIGENCE

C.A. v. NORTH AMERICAN MOTOR INNS, INC., RAMARA, INC., AND ASHOKA INVESTMENTS AND MANAGEMENT SERVICES

125. The averments of Paragraphs 1 through 124 are incorporated herein by reference.

126. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the North American Motor Inns.

127. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees should have reasonably anticipated criminal conduct by third parties, including other guests, invitees or persons on the premises of the North American Motor Inns.

128. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the North American Motor Inns in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the North American Motor Inns.

129. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the North American Motor Inns, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the North American Motor Inns on a repeated basis.

130. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the North American Motor Inns, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the North American Motor Inns.

131. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the North American Motor Inns, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the North American Motor Inns, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of

Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the North American Motor Inns;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the North American Motor Inns;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;

- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the North American Motor Inns;
- n. Failing to conduct adequate surveillance of the premises of the North American Motor Inns;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

132. By renting rooms to Plaintiff's sex traffickers, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

133. As a result of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services' negligence, Plaintiff was caused to suffer physical

harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

134. As a result of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services' negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the North American Motor Inns.

135. Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investments & Management Services acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IV – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC**

136. The averments of paragraphs 1 through 135 are incorporated herein by reference.

137. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly & proximately causing harm/damages to Plaintiff.

138. Defendants acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT V – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.

139. The averments of paragraphs 1 through 138 are incorporated herein by reference.

140. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to Plaintiff.

141. Defendants acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc and demands compensatory and punitive

damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VI – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. v. NORTH AMERICAN MOTOR INNS, INC., INC., RAMARA, INC. AND
ASHOKA INVESTMENTS & MANAGEMENT SERVICES**

142. The averments of paragraphs 1 through 141 are incorporated herein by reference.

143. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against the Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to the Plaintiff.

144. Defendants acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgement in her favor and against North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC**

145. The averments of paragraphs 1 through 144 are incorporated herein by reference.

146. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and

employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

147. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

148. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

149. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the Roosevelt Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Roosevelt Inn would be victimized by, or subjected to, such criminal and/or violent acts.

150. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the Roosevelt Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

151. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VIII - NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.

152. The averments of paragraphs 1 through 151 are incorporated herein by reference.

153. Defendants, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

154. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably

sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

155. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

156. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the Days Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Days Inn would be victimized by, or subjected to, such criminal and/or violent acts.

157. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the Days Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

158. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn,

Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IX – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

C.A. v. NORTH AMERICAN MOTOR INNS, INC., RAMARA, INC., AND ASHOKA INVESTMENTS & MANAGEMENT SERVICES

159. The averments of paragraphs 1 through 158 are incorporated herein by reference.

160. Defendants North American Motor Inns, Inc., North American Motor Inns, Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

161. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

162. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

163. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the North American Motor Inns, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the North American Motor Inns would be victimized by, or subjected to, such criminal and/or violent acts.

164. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the North American Motor Inns, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

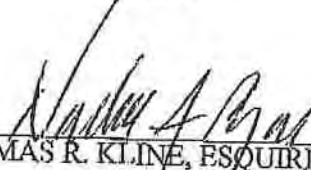
165. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand

(\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

KLINE & SPECTER, P.C.

Attorneys for Plaintiff C.A.

BY: 
THOMAS R. KLINE, ESQUIRE
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
KYLE B. NOCHO, ESQUIRE

DATED: 3-27-19

VERIFICATION

I, C [REDACTED] A [REDACTED], hereby state that I am the Plaintiff in the within matter, and as such verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

C [REDACTED] A [REDACTED]
C [REDACTED] A [REDACTED]

CERTIFICATE OF SERVICE

I, James J. Quinlan, Esquire, hereby certify that, on this 15th day of April 2019, I caused a true and correct copy of Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's Preliminary Objections to be served via electronic and first class mail upon the following:

Thomas R. Kline, Esquire
Nadeem A. Bezar, Esquire
Emily B. Marks, Esquire
Kyle Nocho, Esquire
Kline & Specter, P.C.
1525 Locust Street
Philadelphia, PA 19102

Attorneys for Plaintiff

And

Wyndham Worldwide Corporation
22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

Wyndham Hotel Group LLC
22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

Wyndham Hotels and Resorts LLC
22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

Wyndham Hotel Management Inc.

22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

North American Motor Inns Inc.
4444 City Ave.
Philadelphia, PA 19131

Defendant

And

Ramara Inc.
1003 Spruce Street
Philadelphia, PA 19107

Defendant

And

Ashoka Investments & Management Services
27A Iris Ave.
San Francisco, CA 94118

Defendant

And

4200 Roosevelt LLC
4200 Roosevelt Blvd.
Philadelphia, PA 19124

Defendant

And

4200 Rose Hospitality LLC
4200 Roosevelt Blvd.
Philadelphia, PA 19124

Defendant

And

Days Inn
4200 Roosevelt Blvd.
Philadelphia, PA 19125

Defendant

And

Surati Management Group
121 Drew Dr.
Langhorne, PA 19053

Defendant

And

Days Inn by Wyndham
4200 Roosevelt Blvd.
Philadelphia, PA 19124

Defendant

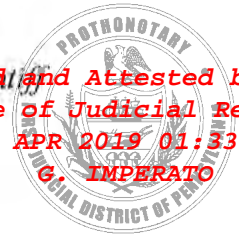
/s/ James J. Quinlan
JAMES J. QUINLAN

KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff
 Filed and Attested by the
 Office of Judicial Records
 23 APR 2019 01:33 pm
 G. IMPERATO



C.A.	:	PHILADELPHIA COUNTY
	:	
	:	
V.	:	
	:	
	:	MARCH TERM, 2019
ROOSEVELT INN LLC, et. al.	:	NO.: 03355
	:	
	:	
	:	
	:	

**AFFIDAVIT OF SERVICE OF COMPLAINT UPON DEFENDANT,
 ASHOKA INVESTMENTS & MANAGEMENT SERVICES**

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

EMILY B. MARKS, ESQUIRE, being duly sworn according to law, deposes and states that a time-stamped copy of Plaintiffs' Complaint and Notice to Defend filed in the above-captioned matter was served via certified mail, return receipt requested upon defendant Ashoka Investments & Management Services c/o CT Corporation System Delaware, 1209 N. Orange Street, Wilmington, DE 19801. Your deponent further states that attached hereto and marked as Exhibit "A" are copies of the April 16, 2019 transmittal letter and USPS Tracking delivery confirmation showing receipt on April 18, 2019.

KLINE & SPECTER, P.C.

BY:



 EMILY B. MARKS
 Attorney for Plaintiff

EXHIBIT A

KLINE & SPECTER PC
ATTORNEYS AT LAW
1525 LOCUST STREET
PHILADELPHIA, PENNSYLVANIA 19102
WWW.KLINESPECTER.COM

NADEEM A. BEZAR

NADEEM.BEZAR@KLINESPECTER.COM

215-772-0522
FAX: 215-772-1005

April 16, 2019

Via Certified and Regular Mail

Askhoka Investment Management Services, Inc.
c/o CT Corporation System Delaware
1209 N. Orange Street
Wilmington, DE 19801

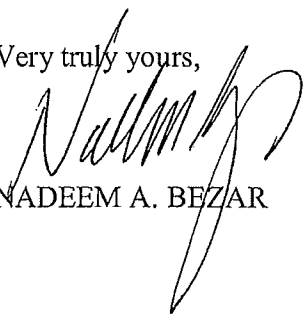
**RE: C.A. v. Roosevelt Inn, LLC, et al.
Court of Common Pleas, Philadelphia County
March Term, 2019, No.: 03355**

Dear Sir/Madam:

Please be advised that **Ashoka Investment & Management Services, Inc.**, have been sued in the Philadelphia County Court of Common Pleas of Pennsylvania. If you wish to defend against the claims set forth in the Complaint enclosed herein, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice.

Please be guided accordingly.

Very truly yours,


NADEEM A. BEZAR

NAB/cl
Enclosure



FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Track Another Package +

Tracking Number: 70181830000138824958

Remove X

Expected Delivery on

THURSDAY

18

APRIL
2019 ⓘ

by

8:00pm ⓘ

✓ Delivered

April 18, 2019 at 7:44 am
Delivered, To Agent
WILMINGTON, DE 19801

Feedback

Text & Email Updates



Tracking History



Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

Case ID: 190303355

FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Feedback

The easiest tracking number is the one you don't have to know.

With Informed Delivery[®], you never have to type in another tracking number. Sign up to:

- See images* of incoming mail.
- Automatically track the packages you're expecting.
- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions[™] for your mail carrier.

Sign Up

([https://reg.usps.com/entreg/RegistrationAction_input?](https://reg.usps.com/entreg/RegistrationAction_input?app=UspsTools&appURL=https%3A%2F%2Ftools.usps.com%2Fgc)

***NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.**



235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



National Association of
Professional Process Servers

C.A. c/o Kline & Specter, P.C.

COURT Court of Common Pleas of Pennsylvania

Filed and Attested by the
Office of Judicial Records

25 APR 2019 08:32 am

-VS-

Roosevelt Inn LLC, and Roosevelt Inn LLC dba Roosevelt Inn, et al

CASE NUMBER 1903-3355

G. IMPERATO

AFFIDAVIT

State of Pennsylvania
County of Philadelphia

B&R Control # CS160877.10
Reference Number

Thomas Kenney, being duly sworn according to law, deposes and says that he/she is the process server/sheriff herein named, and that the facts set forth below are true and correct to the best of their knowledge, information and belief.

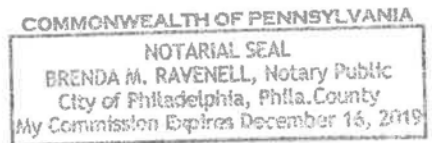
On 3/28/2019 we received the **Complaint** and that service was effected upon **Ramara, Inc.** at **4444 City Avenue, Philadelphia, PA 19131** on **3/28/2019** at **10:50 AM**, in the manner described below:

By service upon: Priscilla McMillan, Manager as an agent or person authorized to accept service at usual place of business.

Description:

Gender: **Female** Race/Skin: **Black** Age: **50 - 60 Yrs** Weight: **131-160 Lbs.** Height: **5ft4in - 5ft8in**
Hair: **Black** Glasses: **Yes** Other:

Service Notes:



Sworn to and subscribed before me this

24th day of April 2019
Brenda M. Ravenell
Notary Public

Process Server/Sheriff

[Signature]

ATTEMPTS:

Client Phone (215) 772-1000

:

Filed Date: 3/27/2019

BR Serve By: 03/28/2019

Nadeem A. Bezar, Esquire
Kline and Specter, P.C.
1525 Locust Street
19th Floor
Philadelphia, PA 19102



ORIGINAL

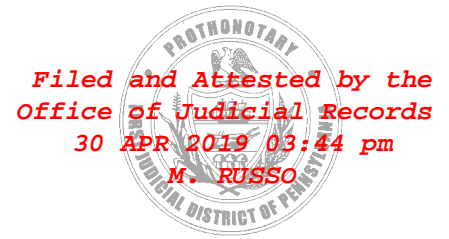
Case ID: 190303355

KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
NADEEM A. BEZAR, ESQUIRE/63577
EMILY B. MARKS, ESQUIRE/204405
KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
Philadelphia, Pennsylvania 19102
(215) 772-1000

Attorneys for Plaintiff




C.A.	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	
V.	:	
	:	MARCH TERM, 2019
	:	NO.: 03355
ROOSEVELT INN LLC	:	
ROOSEVELT INN LLC d/b/a	:	
ROOSEVELT INN	:	
ROOSEVELT MOTOR INN, INC.	:	
UFVS MANAGEMENT COMPANY, LLC	:	
4200 ROOSEVELT LLC	:	
4200 ROOSEVELT LLC d/b/a DAYS INN	:	
DAYS INN	:	
SURATI MANAGEMENT GROUP	:	
DAYS INN BY WYNDHAM d/b/a DAYS INN	:	
WYNDHAM WORLDWIDE CORPORATION	:	
WYNDHAM HOTELS AND RESORTS, LLC	:	
WYNDHAM HOTEL MANAGEMENT, INC.	:	
NORTH AMERICAN MOTOR INNS, INC. d/b/a	:	
NORTH AMERICAN MOTOR INNS	:	
RAMARA, INC.	:	
ASHOKA INVESTMENTS & MANAGEMENT	:	
SERVICES	:	
Defendants.	:	

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reissue the Complaint in the above captioned matter.

KLINE & SPECTER, P.C.

BY: 
Emily B. Marks, Esquire
Attorney for Plaintiffs

Date: 4/30/19

Case ID: 190303355

CERTIFICATE OF SERVICE

I do hereby certify that service of a true and correct copy of the above Plaintiff's Praecipe to Reinstatement the Complaint was filed with the Court on April 30, 2019 and served by electronic filing upon the following counsel of record:

Grant S. Palmer, Esq.
James J. Quinlan, Esq.
Daniel E. Oberdick, Esq.
Blank Rome LLP
One Logan Square, 130 North 18th Street
Philadelphia, PA 19103
*Counsel for Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and
UFVS Management Company*

By first-class mail upon the following parties:

John McCreesh, Esquire
Law Offices of McCreesh, McCreesh & Cannon
7053 Terminal Square
Upper Darby, Pennsylvania 19082
Counsel for North American Motors Inn and Ramara, Inc.

Virginia L. Hardwick, Esquire
Hardwick Benfer, LLC
179 North Broad Street
Doylestown, PA 18901
Counsel for 4200 Roosevelt d/b/a Days Inn, et. al.

James M. Brogan, Esquire
Matthew A. Goldberg, Esquire
Nathan P. Heller, Esquire
Haley D. Torrey, Esquire
DLA Piper LLP
One Liberty Place
1650 Market Street
Suite 4900
Philadelphia, PA 19103
*Counsel for Wyndham Worldwide Corporation; Wyndham Hotel Group, LLC; Wyndham Hotels and
Resorts, LLC; and Wyndham Hotel Management, Inc.*

Robert T. Cohen, Esquire
Trobman & Cohen LLC
102 Browning Lane, Building B-3
Cherry Hill, NJ 08003
Counsel for Surati Management Group

Ashoka Investments and Management Services
608 Fillmore Street
San Francisco, CA 94114

/s/Emily B. Marks

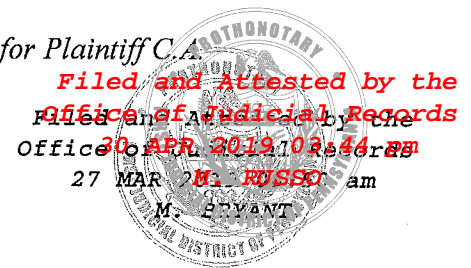
By: _____
EMILY B. MARKS, ESQUIRE
Attorney for Plaintiffs

KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff C.A.



C.A.

c/o Kline & Specter, P.C.
 1525 Locust Street
 Philadelphia, PA 19102

Plaintiff,

v.

ROOSEVELT INN LLC and
 ROOSEVELT INN LLC d/b/a/
 ROOSEVELT INN
 7630 Roosevelt Boulevard
 Philadelphia, PA 19152

and

ROOSEVELT MOTOR INN, INC.
 7630 Roosevelt Boulevard
 Philadelphia, PA 19152

and

UFVS MANAGEMENT COMPANY, LLC
 287 Bowman Avenue
 Purchase, NY 10577

and

4200 ROOSEVELT LLC and
 4200 ROOSEVELT LLC d/b/a
 DAYS INN
 4200 Roosevelt Boulevard
 Philadelphia, PA 19124

and

4200 ROSE HOSPITALITY LLC and
 4200 ROSE HOSPITALITY d/b/a
 DAYS INN
 4200 Roosevelt Boulevard
 Philadelphia, PA 19124

PHILADELPHIA COUNTY
 COURT OF COMMON PLEAS

CIVIL TRIAL DIVISION
 FEBRUARY TERM, 2019
 NO.:

JURY TRIAL DEMANDED

and

DAYS INN
4200 Roosevelt Boulevard
Philadelphia PA 19124

and

SURATI MANAGEMENT GROUP
121 Drew Drive
Langhorne, PA 19053

and

DAYS INN BY WYNDHAM d/b/a DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

WYNDHAM WORLDWIDE CORPORATION
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL GROUP, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTELS AND RESORTS, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL MANAGEMENT, INC.
22 Sylvan Way
Parsippany, NJ 07054

and

NORTH AMERICAN MOTOR INNS, INC. d/b/a
NORTH AMERICAN MOTOR INNS
4444 City Avenue
Philadelphia, Pennsylvania 19131

and

RAMARA, INC.
1003 Spruce Street
Philadelphia, PA 19107

and

ASHOKA INVESTMENTS & MANAGEMEMT
SERVICES
27 A Iris Avenue
San Francisco, CA 94118

Defendants

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER (OR CANNOT AFFORD ONE), GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERENCE SERVICE
One Reading Center
Philadelphia, PA 19107
(215) 238-6333
TTY (215) 451-6197

AVISO

Le han demandado en corte. Si usted quiere defenderse contra las demandas nombradas en las paginas siguientes, tiene veinte (20) dias a partir de recibir esta demanda y notificacion para entablar personalmente o por un abogado una comparecencia escrita y tambien para entablar con la corte en forma escrita sus defensas y objeciones a las demandas contra usted. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELEFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO.

SI USTED NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUEDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO de REFERENCIA LEGAL
Uno Reading Centro
Filadelfia, PA 19107
Telefono: (215) 238-6333
TTY (215) 451-6197

KLINE & SPECTER, P.C.

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1525 Locust Street
Philadelphia, Pennsylvania 19102
(215) 772-1000

Attorneys for Plaintiff C.A.

C.A.

c/o Kline & Specter, P.C.
1525 Locust Street
Philadelphia, PA 19102

Plaintiff,

v.

ROOSEVELT INN LLC and
ROOSEVELT INN LLC d/b/a/
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ROOSEVELT MOTOR INN, INC.
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UFVS MANAGEMENT COMPANY, LLC
287 Bowman Avenue
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and

4200 ROOSEVELT LLC and
4200 ROOSEVELT LLC d/b/a
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4200 Roosevelt Boulevard
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PHILADELPHIA COUNTY
COURT OF COMMON PLEAS

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ASHOKA INVESTMENTS & MANAGEMEMT
SERVICES
27 A Iris Avenue
San Francisco, CA 94118

Defendants

COMPLAINT

PRELIMINARY STATEMENT

1. Human sex trafficking is a form of modern-day slavery that exists throughout the United States.
2. Human trafficking is a global multi-billion dollar enterprise that affects nearly every single country.
3. Women and girls are disproportionately affected by human sex trafficking and account for the vast majority of victims in commercial sex trafficking.
4. Globally, there are approximately 5 million people trapped in forced sexual exploitation. It is a form of evil in the abuse and exploitation of the most innocent and vulnerable.

5. The hospitality industry, and hotels specifically, owe a duty to provide a safe premise for their guests and must protect them against reasonably anticipated conduct.

6. Hotels and motels are frequented for both sex and labor trafficking business operations.

7. The National Human Trafficking Hotline recorded 3,596 cases of human trafficking involving a hotel or motel from 2007 through 2017.

THE PARTIES

8. Plaintiff, C.A. was born on May 1, 1996 and is one of the thousands of victims of human trafficking and being victimized in hotels / motels across the United States.

9. From 2012 through 2013, Plaintiff was exploited as a minor by commercial sex traffickers who financially benefitted from her exploitation. Plaintiff resides in Philadelphia County, Pennsylvania. Plaintiff can be contacted through her counsel, Thomas R. Kline, Esquire, Nadeem A. Bezar, Esquire, Emily B. Marks, Esquire, and Kyle B. Nocho, Esquire of Kline & Specter, P.C., 1525 Locust Street, Philadelphia, Pennsylvania 19102.

10. Plaintiff's name and address are not contained in this Complaint to protect the privacy and identity of Plaintiff who incurred injuries and damages when she was a minor.

11. Defendant Roosevelt Inn LLC is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania with a principal business address located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152. At all material times hereto, Defendant Roosevelt Inn LLC owned, operated or managed the Roosevelt Inn located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152 [hereinafter "Roosevelt Inn"].

12. Defendant Roosevelt Motor Inn, Inc. [hereinafter referred to as "Roosevelt Motor Inn"] is a corporation duly organized and existing under the laws of the Commonwealth of

Pennsylvania with a principal business address located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152. At all material times hereto, Defendant Roosevelt Motor Inn, Inc. owned, operated or managed the Roosevelt Inn.

13. Defendant UFVS Management Company, LLC, is a limited liability company duly organized and existing under the laws of the State of New York. At all material times hereto, Defendant UFVS Management Company, LLC owned, operated and/or managed the Roosevelt Inn. Defendant UFVS Management Company, LLC oversees the operation of the Roosevelt Inn including the hiring of employees.

14. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, and UFVS Management Company, LLC were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the Roosevelt Inn. Accordingly, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, and UFVS Management Company, LLC are liable for the acts and/or omissions of their agents, servants and/or employees under the theories of agency, master servant, respondeat superior and/or right of control.

15. Defendant 4200 Roosevelt LLC and 4200 Roosevelt LLC d/b/a Days Inn [hereinafter referred to as "4200 Roosevelt"] is a limited liability company duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant 4200 Roosevelt LLC owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124 [hereinafter "Days Inn"].

16. Defendant 4200 Rose Hospitality, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn [hereinafter referred to as "Rose Hospitality"] is a limited liability company duly organized

and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant 4200 Rose Hospitality, owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124.

17. Defendant Days Inn is a company duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant Days Inn owned operated and/or managed the Days Inn.

18. Defendant Surati Management Group is a company duly organized and existing under the laws under the Commonwealth of Pennsylvania with a principal business address located at 121 Drew Lane, Langhorne, PA 19053. At all material times hereto, Defendant Surati Management Group owned, operated and/or managed the Days Inn.

19. Defendant Days Inns d/b/a Days Inn by Wyndham [hereinafter referred to as “Days Inn by Wyndham”] is a company duly organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124. At all material times hereto, Defendant Days Inn d/b/a Days Inn by Wyndham owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124.

20. Defendant Wyndham Worldwide Corporation is a corporation duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Worldwide Corporation owned, operated or managed the Days Inn.

21. Defendant Wyndham Hotel Group, LLC is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant

Wyndham Hotel Group, LLC owned, operated or managed the Days Inn.

22. Defendant Wyndham Hotels and Resorts, LLC is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Hotels and Resorts, LLC owned, operated or managed the Days Inn.

23. Defendant Wyndham Hotel Management, Inc. is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Hotel Management, Inc. owned, operated or managed the Days Inn.

24. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. made up a corporate structure that consisted of parent entities, parent corporations, associated or affiliated corporations, member corporations and/or subsidiary corporations.

25. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the Days Inn. Accordingly, Defendants 4200 Roosevelt LLC, 4200 Rose Hospitality Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. are liable for the acts and/or omissions of their

agents, servants and/or employees under the theories of agency, master servant, respondeat superior and/or right of control.

26. Defendant North American Motor Inns, Inc. d/b/a North American Motor Inns [hereinafter referred to as "North American Motor Inns"] is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant North American Motor Inns, Inc. owned, operated or managed the North American Motor Inns located at 4444 City Avenue, Philadelphia, PA 19137.

27. Defendant Ramara, Inc. is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 1003 Spruce Street, Philadelphia PA 19107. At all material times hereto, Defendant Ramara, Inc. owned, operated and/or managed the North American Motor Inns.

28. Defendant Ashoka Investment & Management Services is a company duly organized and existing under the laws of the State of California with a principal place of business located at 27 A. Iris Avenue, San Francisco, CA 94118. At all material times hereto, Ashoka Investment & Management Services owned, operated and/or managed the North American Motor Inns.

29. Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the North American Motor Inns. Accordingly, Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management are liable for the acts and/or omissions of their agents, servants and/or employees

under the theories of agency, master servant, respondeat superior and/or right of control.

30. Venue is appropriate in this case because all the Defendants regularly conduct business in Philadelphia County.

31. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Roosevelt Inn where they worked.

32. At all times material hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc, individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Days Inn where they worked.

33. At all material times hereto, North American Motor Inns, Inc, Ramara, Inc. and Ashoka Investment & Management individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the North American Motor Inns where they worked.

34. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the Roosevelt Inn and instead permitted heinous and unspeakable acts to occur.

35. At all material times hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation,

Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the Days Inn and instead permitted heinous and unspeakable acts to occur.

36. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the North American Motor Inns and instead permitted heinous and unspeakable acts to occur.

37. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the Roosevelt Inn.

38. At all times material hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the Days Inn.

39. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the North American Motor Inns.

40. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, rented rooms to sex traffickers financially

benefiting from the commercial sex acts occurring on the premises of the Roosevelt Inn.

41. At all material times hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. rented rooms to sex traffickers financially benefiting from the commercial sex acts occurring on the premises of the Days Inn.

42. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services rented rooms to sex traffickers financially benefiting from the commercial sex acts occurring on the premises of the North American Motor Inns.

OPERATIVE FACTS

43. Pennsylvania has long held that hotel and motel owners are liable for the reasonably anticipated harm that may occur to their guests from third persons. *Moran v. Valley Forge Drive-In Theater, Inc.*, 246 A.2d 875, 879 (Pa. 1968)

44. This principle has been reinforced in more modern Pennsylvania cases. *See Rabutino, Admin. of the Estate of William Impagliazzo v. Freedom State Realty Co., Inc., et al.*, 809 A.2d 933, 942 (Pa. Super. 2002) (holding that owner and operator of hotel owed a duty of care to 19-year-old who was shot and killed during party inside room because such conduct was a reasonably anticipated event).

45. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the Roosevelt Inn to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

46. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the Days Inn to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

47. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the North American Motor Inns to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

48. Beginning in 2012, Plaintiff was recruited, enticed, solicited, harbored and/or transported to engage in commercial sex acts by sex traffickers at the Roosevelt Inn, the Days Inn, and the North American Motor Inns on a regular, consistent and/or repeated basis.

49. Plaintiff's traffickers put up internet advertisements for the purpose of prostituting Plaintiff.

50. These advertisements often included both the name and address of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

51. The advertisements included a fake name for Plaintiff and a phone number to call.

52. During the phone call, sex for cash was negotiated and the caller "John" would be informed that Plaintiff was at the Roosevelt Inn, the Days Inn, or the North American Motor Inns.

53. Plaintiff engaged in numerous commercial sex act "dates" per day at the Roosevelt Inn, the Days Inn, or the North American Motor Inns.

54. Plaintiff's traffickers would remain on the premises of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

55. The hotel rooms where Plaintiff engaged in commercial sex acts contained used condoms and condom wrappers and the room frequently smelled of marijuana.

56. Plaintiff was accompanied by men while on the premises of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

57. Housekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inns had conversations with Plaintiff and had knowledge that Plaintiff was staying at the Roosevelt Inn to engage in commercial sex acts.

58. Plaintiff was visibly treated in an aggressive manner by traffickers engaged in commercial sex acts with Plaintiff while in public areas of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

59. Plaintiff exhibited fear and anxiety while on the premises and in public areas of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

60. Plaintiff's traffickers paid cash for the hotel rooms where Plaintiff engaged in commercial sex acts.

61. Plaintiff's traffickers consistently displayed "Do Not Disturb" signs on the door to the hotel room where Plaintiff engaged in commercial sex acts and consistently refused housekeeping services.

62. Men and others frequently entered and left the rooms at the Roosevelt Inn, the Days Inn, and the North American Motor Inns where Plaintiff engaged in commercial sex acts.

63. Men walked the hallways at the Roosevelt Inn, the Days Inn, and the North American Motor Inns where Plaintiff was engaged in commercial sex acts.

64. Plaintiff had extended stays at the Roosevelt Inn, the Days Inn, and the North American Motor Inns with few or no personal possessions and was left in the room for long periods of time. The rooms for these extended stays were paid for with cash on a day to days basis.

65. Plaintiff dressed in a sexually explicit manner and would walk the hallways of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

66. Plaintiff was paid cash for the commercial sex acts she engaged in while at the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

67. Plaintiff distributed the cash she received for the commercial sex acts to her traffickers who used the cash as payment for the hotel rooms at the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

68. In 2013, Plaintiff was rescued from the Days Inn following an investigation by the FBI based on internet advertisements of Plaintiff promoting prostitution.

69. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the Plaintiff.

70. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the

Plaintiff.

71. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the Plaintiff.

72. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, rented rooms to sex traffickers exploiting Plaintiff at the Roosevelt Inn.

73. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. rented rooms to sex traffickers exploiting Plaintiff at the Days Inn.

74. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services rented rooms to sex traffickers exploiting Plaintiff at the North American Motor Inns.

75. Plaintiff, as a hotel guest, was a business invitee of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC.

76. Plaintiff, as a hotel guest, was also a business invitee of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.

77. Plaintiff, as a hotel guest, was also a business invitee of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services.

78. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

79. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

80. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

81. Defendants Roosevelt Inn, LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

82. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

83. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

84. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

85. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

86. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

87. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

88. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel

Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

89. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

90. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of Plaintiff.

91. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of Plaintiff.

92. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or

otherwise stop the human sex trafficking of Plaintiff.

93. By having knowledge of human sex trafficking at the Roosevelt Inn and negligently allowing the Plaintiff's harm to occur, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through its actual or apparent agents, servants and employees, caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

94. By negligently allowing the Plaintiff's harm to occur, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

95. By negligently allowing the Plaintiff's harm to occur, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

96. By renting rooms to individuals sex trafficking Plaintiff, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene,

disrupt or otherwise stop sex trafficking occurring on the premises of the Roosevelt Inn.

97. By renting rooms to individuals sex trafficking Plaintiff, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene, disrupt or otherwise stop sex trafficking occurring on the premises of the Days Inn.

98. By renting rooms to individuals sex trafficking the Plaintiff, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene, disrupt or otherwise stop sex trafficking occurring on the premises of the North American Motor Inns.

99. By renting rooms to individuals sex trafficking Plaintiff for commercial sex acts, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

100. By renting rooms to individuals sex trafficking Plaintiff for commercial sex acts, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

101. By renting rooms to individuals sex trafficking the Plaintiff for commercial sex acts, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

COUNT I - NEGLIGENCE

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC,**

102. The averments of Paragraphs 1 through 101 are incorporated herein by reference.

103. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Roosevelt Inn.

104. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees should have reasonably anticipated criminal conduct by third parties, including other guests, invitees or persons on the premises of the Roosevelt Inn.

105. Defendants Roosevelt Inn LCC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Roosevelt Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of

human trafficking and sexual exploitation on the premises of the Roosevelt Inn.

106. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Roosevelt Inn, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the Roosevelt Inn on a repeated basis.

107. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the Roosevelt Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the Roosevelt Inn.

108. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the Roosevelt Inn, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the Roosevelt Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn,

Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Roosevelt Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Roosevelt Inn;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at

the Roosevelt Inn;

- n. Failing to conduct adequate surveillance of the premises of the Roosevelt Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

109. By renting rooms to Plaintiff's sex traffickers, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

110. As a result of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's negligence, Plaintiff was caused to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

111. As a result of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the Roosevelt Inn.

112. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT II - NEGLIGENCE

**C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI
MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE
CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND
RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.**

113. The averments of Paragraphs 1 through 112 are incorporated herein by reference.

114. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Days Inn.

115. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati

Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of the Days Inn's business, should have reasonably anticipated criminal conduct on the part of third parties, including other guests and invitees of the premises of the Days Inn.

116. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Days Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the Days Inn.

117. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Days Inn, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex

traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the Days Inn on a repeated basis.

118. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the Days Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the Days Inn.

119. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experience that persons lawfully on the premises of the Days Inn, such as Plaintiff, would suffer serious bodily injury as a result of being victimized by violent crimes perpetrated by third persons on the premises of the Days Inn.

120. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the Days Inn, including Plaintiff, from

criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the Days Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Days Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Days Inn;

- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the Days Inn;
- n. Failing to conduct adequate surveillance of the premises of the Days Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

121. By renting rooms to Plaintiff's sex traffickers, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by and through their actual or apparent

agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

122. As a result Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., Plaintiff was caused to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

123. As a result of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.'s negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the Days Inn.

124. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., and demands compensatory and punitive damages

in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT III – NEGLIGENCE

C.A. v. NORTH AMERICAN MOTOR INNS, INC., RAMARA, INC., AND ASHOKA INVESTMENTS AND MANAGEMENT SERVICES

125. The averments of Paragraphs 1 through 124 are incorporated herein by reference.

126. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the North American Motor Inns.

127. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees should have reasonably anticipated criminal conduct by third parties, including other guests, invitees or persons on the premises of the North American Motor Inns.

128. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the North American Motor Inns in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the North American Motor Inns.

129. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the North American Motor Inns, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the North American Motor Inns on a repeated basis.

130. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the North American Motor Inns, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the North American Motor Inns.

131. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the North American Motor Inns, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the North American Motor Inns, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of

Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the North American Motor Inns;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the North American Motor Inns;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;

- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the North American Motor Inns;
- n. Failing to conduct adequate surveillance of the premises of the North American Motor Inns;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

132. By renting rooms to Plaintiff's sex traffickers, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

133. As a result of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services' negligence, Plaintiff was caused to suffer physical

harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

134. As a result of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services' negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the North American Motor Inns.

135. Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investments & Management Services acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IV – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC**

136. The averments of paragraphs 1 through 135 are incorporated herein by reference.

137. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly & proximately causing harm/damages to Plaintiff.

138. Defendants acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT V – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC,

139. The averments of paragraphs 1 through 138 are incorporated herein by reference.

140. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to Plaintiff.

141. Defendants acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc and demands compensatory and punitive

damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VI – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. v. NORTH AMERICAN MOTOR INNS, INC., INC., RAMARA, INC. AND
ASHOKA INVESTMENTS & MANAGEMENT SERVICES**

142. The averments of paragraphs 1 through 141 are incorporated herein by reference.

143. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against the Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to the Plaintiff.

144. Defendants acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgement in her favor and against North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC,**

145. The averments of paragraphs 1 through 144 are incorporated herein by reference.

146. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and

employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

147. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

148. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

149. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the Roosevelt Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Roosevelt Inn would be victimized by, or subjected to, such criminal and/or violent acts.

150. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the Roosevelt Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

151. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VIII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.

152. The averments of paragraphs 1 through 151 are incorporated herein by reference.

153. Defendants, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

154. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably

sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

155. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

156. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the Days Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Days Inn would be victimized by, or subjected to, such criminal and/or violent acts.

157. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the Days Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

158. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn,

Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IX – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

C.A. v. NORTH AMERICAN MOTOR INNS, INC., RAMARA, INC., AND ASHOKA INVESTMENTS & MANAGEMENT SERVICES

159. The averments of paragraphs 1 through 158 are incorporated herein by reference.

160. Defendants North American Motor Inns, Inc., North American Motor Inns, Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

161. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

162. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

163. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the North American Motor Inns, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the North American Motor Inns would be victimized by, or subjected to, such criminal and/or violent acts.

164. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the North American Motor Inns, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

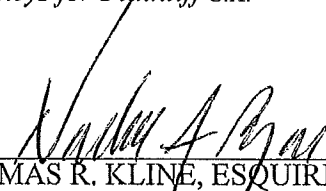
165. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand

(\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

KLINE & SPECTER, P.C.

Attorneys for Plaintiff C.A.

BY: 
THOMAS R. KLINE, ESQUIRE
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
KYLE B. NOCHO, ESQUIRE

DATED: 3-27-19

VERIFICATION

I, C [REDACTED] A [REDACTED], hereby state that I am the Plaintiff in the within matter, and as such verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

C [REDACTED] A [REDACTED]
C [REDACTED] A [REDACTED]

Case ID: 190303355
Control No.: 19041986

KLINE & SPECTER, P.C.

Attorneys for Plaintiff

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1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

C.A.	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	
V.	:	
	:	MARCH TERM, 2019
	:	NO.: 03355
ROOSEVELT INN LLC, ROOSEVELT INN LLC	:	
d/b/a ROOSEVELT INN, ROOSEVELT MOTOR	:	
INN, INC., UFVS MANAGEMENT COMPANY	:	
LLC, 4200 ROOSEVELT LLC, 4200	:	
ROOSEVELT LLC d/b/a DAYS INN, DAYS INN,	:	
SURATI MANAGEMENT GROUP, DAYS	:	
INN BY WYNDHAM d/b/a DAYS INN,	:	
WYNDHAM WORLDWIDE CORPORATION,	:	
WYNDHAM HOTELS AND RESORTS, LLC,	:	
WYNDHAM HOTEL MANAGEMENT, INC.,	:	
NORTH AMERICAN MOTOR INNS, INC. d/b/a	:	
NORTH AMERICAN MOTOR INNS, RAMARA,	:	
INC., ASHOKA INVESTMENTS &	:	
MANAGEMENT SERVICES	:	
Defendants.	:	

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS ROOSEVELT INN
 LLC d/b/a ROOSEVELT INN, ROOSEVELT MOTOR INN, INC. AND UFVS
 MANAGEMENT COMPANY, LLC'S PRELIMINARY OBJECTIONS**

Plaintiff C.A. by and through her attorneys, Kline & Specter, P.C., hereby respond in opposition to Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC's [hereinafter "Roosevelt Defendants"] Preliminary objections as follows:

1. Admitted only that Plaintiff was a victim of underage human sex trafficking from 2012-2013 at hotels identified in Plaintiff's Complaint, including the Roosevelt Inn. By way of further response, Plaintiff's Complaint is a document that speaks for itself.

2. Admitted only that Plaintiff commenced this civil action on March 27, 2019. By way of further response, Plaintiff's Complaint is a document that speaks for itself.

3. Denied as stated. Plaintiff's Complaint is a document that speaks for itself. By way of further response, Plaintiff's Complaint is sufficiently specific. The Roosevelt Defendants understand and are on notice of Plaintiff's claims. By way of further response, Plaintiff's Complaint is a document that speaks for itself.

4. Admitted only that Plaintiff's Complaint sufficiently sets forth a claim for punitive damages. By way of further response, Plaintiff's Complaint is a document that speaks for itself.

5. Denied. The factual averments in Plaintiff's Complaint, including Paragraphs 48-68, which are completely ignored by Defendants, go well beyond breaches in the standard of care and reveal reckless indifference to the safety and welfare of the Plaintiff when she was a minor. Plaintiff has pled and will prove that the nature and magnitude of the criminal activity was such that Defendants' failure to stop or control its property was a reckless disregard for the general safety of people lawfully on its premises including Plaintiff C.A. Despite numerous and obvious signs of criminal activity including prostitution and sex trafficking, Defendants did nothing to prevent harm to Plaintiff and others. That Defendants were aware or should have been aware of the numerous and obvious signs of prostitution and sex trafficking that were occurring on their property but failed to take measures to prevent, intervene, disrupt or otherwise stop this type of criminal activity is indicative of reckless indifference towards known risks of

harm. Plaintiff's injuries were preventable but for the Roosevelt Defendants willful disregard for the safety and well-being of Plaintiff and others that occurred over a two-year span from 2012-2013. Plaintiff has pled sufficient facts to support a claim for punitive damages at this early stage in litigation. Therefore, it is premature, based on the averments contained in Plaintiff's Complaint to dismiss Plaintiff's claim for punitive damages.

6. Denied. See response to Paragraph 5 and Plaintiff's Memorandum of Law incorporated herein as though set forth in full.

7. Denied. This is a conclusion of law to which no response is required. By way of further response, the Roosevelt Defendants seek to dismiss Plaintiff's claim for punitive damages which is in essence a demurrer. A demurrer may be sustained only if it is clear on the face of the pleading that the law will not provide or permit the recovery sought. Morgan v. McPhail, 672 A.2d 1359 (Pa. Super. Ct. 1996). If there is any doubt, it should be resolved by overruling the demurer. Mellon Bank N.A. v. Fabinyi, 650 A.2d 895 (Pa. Super. 1994). Plaintiff has pled sufficient facts to support a claim for punitive damages at this early stage in litigation. Therefore, it is premature, based on the averments contained in Plaintiff's Complaint to dismiss Plaintiff's claim for punitive damages.

The Roosevelt Defendants also seeks to strike Paragraphs 48, 50, 52-67 of Plaintiff's Complaint. These paragraphs set forth factual averments that the three Defendant motels were on notice of criminal activity, including prostitution and sex trafficking, on their property. There is nothing vague or non-specific about these paragraphs and therefore Defendants' Preliminary Objections should be overruled

8. Denied. See response to Paragraph 7.

PLAINTIFF HAS PLED SUFFICIENT FACTS TO SUPPORT A CLAIM FOR PUNITIVE DAMAGES AT THIS EARLY STAGE IN LITIGATION

9. Denied. Plaintiff has pled sufficient facts to support a claim for punitive damages.

10. Denied as a conclusion of law to which no response is required. By way of further response, in Pennsylvania, it is well-settled that the purpose of punitive damages is to deter similar conduct. Kirkbride v. Lisbon Contractors, Inc., 555 A.2d 800, 803 (Pa. 1989). A punitive damages claim is supported by the evidence if 1) Defendant had a subjective appreciation of the risk of harm to which the Plaintiff was exposed, and that 2) the Defendant acted, or failed to act as the case may be, in conscious disregard of that risk. Hutchinson v. Luddy, 870 A.2d 766 (Pa. 2005).

Plaintiff has pled and will prove that the nature and magnitude of the criminal activity was such that Defendants' failure to stop or control its property was a reckless disregard for the general safety of people lawfully on its premises including Plaintiff B.H. The averments set forth below establish that Defendants were aware of harm to the Plaintiff but consciously disregarded that risk and failed to ensure Plaintiff's safety and that Plaintiff's traffickers were prevented or stopped from continuing their criminal activity. Defendants completely ignore the following factual averments contained in Plaintiff's Complaint that occurred repeatedly and consistently over a two-year period of time from 2012-2013:

- In 2012, Plaintiff C.A. was solicited to engage in commercial sex acts at the Roosevelt Inn, the Days Inn, and the North American Motor Inns on a regular and repeated basis. See Plaintiff's Complaint at ¶ 48 attached as Exhibit "A".
- Plaintiff's trafficker's put up internet advertisements for the purpose of prostituting Plaintiff. See Id. at ¶ 49.
- The advertisements included both the name and address of the Roosevelt Inn, Days Inn and North American Motor Inns. See Id. at ¶ 50.

- The advertisements included a fake name for Plaintiff and a phone number to call. See Id. at ¶ 51.
- During the call, sex for cash was negotiated and the “John would be informed that Plaintiff was at the Roosevelt Inn, the Days Inn or North American Motor Inns. See Id. at ¶ 52.
- Plaintiff engaged in numerous “dates” per day at the Roosevelt Inn, the Days Inn or the North American Motor Inns. See Id. at ¶ 53.
- Plaintiff’s traffickers would remain on the premises of the Roosevelt Inn, the Days Inn and the North American Motor Inns. See Id. at ¶ 54.
- The hotel rooms where Plaintiff engaged in commercial sex acts contained used condoms, condom wrapper and frequently smelled of marijuana. See Id. at ¶ 55.
- Plaintiff was accompanied by men at each hotel. See Id. at ¶ 56.
- Housekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inns had knowledge that she was there to engage in commercial sex acts. See Id. at ¶ 57.
- Plaintiff was visibly treated in an aggressive manner by her traffickers at each of the hotels. See Id. at ¶ 58.
- Plaintiff exhibited fear and anxiety ant the Roosevelt Inn, Days Inn and North American Motor Inns. See Id. at ¶ 59.
- Plaintiff’s traffickers paid cash for the rooms. See Id. at ¶ 60.
- Plaintiff’s traffickers consistently displayed “Do Not Disturb” signs and repeatedly refused housekeeping services at the Roosevelt Inn, Days Inn and North American Motor Inns. See Id. at ¶ 61.
- Men frequently entered and left the rooms that Plaintiff was staying in at the Roosevelt Inn, Days Inn and North American Motor Inns. See Id. at ¶ 62.
- Men walked the hallways at the Roosevelt Inn, the Days Inn and the North American Motor Inns where Plaintiff engaged in commercial sex acts. See Id. at ¶ 63.
- Plaintiff had extended stays at the Roosevelt Inn, the Days Inn and the North American Motor Inns with few or little personal possessions. See Id. at ¶ 64.
- Plaintiff’s traffickers paid for the hotel rooms with cash on a day to day basis at the Roosevelt Inn, Days Inn and North American Motor Inns. See Id. at ¶ 64.

- The cash used by Plaintiff's traffickers to pay for the hotel rooms came from the sexual exploitation of Plaintiff. See Id. at ¶ 64.
- Plaintiff was told to dress in a sexually explicit manner and would walk the hallways of the Roosevelt Inn, the Days Inn and the North American Motor Inns. See Id. at ¶ 65.
- In 2013, C.A. was rescued from her one of her trafficker's when FBI arrived at the Days Inn. See Id. at ¶ 68.

Plaintiff has sufficiently set forth a claim for punitive damages and therefore the Roosevelt Defendant's Preliminary Objections should be overruled.

11. Admitted only that Plaintiff avers that the Roosevelt Defendant's conduct was reckless thereby giving rise to a claim for punitive damages. The remaining averments in this paragraph are denied. Defendants choose to ignore all the factual averments in Plaintiff's Complaint that support Plaintiff's claim for punitive damages.

12. Denied. This paragraph is denied because it contains legal conclusions to which no response is required. The remaining averments are also denied. The Roosevelt Defendants cite to piecemeal portions of Plaintiff's Complaint which must be read in its entirety. Plaintiff's Complaint, when read a whole document, sufficiently sets forth a claim for punitive damages.

13. Denied. The factual averments in Plaintiff's Complaint, including Paragraphs 48-68 of Plaintiff's Complaint, which are completely ignored by Defendants, go well beyond breaches in the standard of care and reveal reckless indifference to the safety and welfare of the Plaintiff when she was a minor. Despite numerous and obvious signs of criminal activity including prostitution and sex trafficking, Defendants did nothing to prevent harm to Plaintiff and others. That Defendants were aware or should have been aware of the numerous and obvious signs of prostitution and sex trafficking that were occurring on their property but failed to take measures to prevent, intervene, disrupt or otherwise stop this type of criminal activity is

indicative of reckless indifference towards known risks of harm. Plaintiff's injuries were preventable but for the Roosevelt Defendants willful disregard for the safety and well-being of Plaintiff and others that occurred over a two-year span from 2012-2013.

14. Denied. This paragraph includes conclusions of law to which no response is required. By way of further response, see response to Paragraph 10, 13 and Plaintiff's Memorandum of Law incorporated herein as though set forth in full.

15. Denied. See response to Paragraph 10, 13 and Plaintiff's Memorandum of Law incorporated herein as though set forth in full.

16. Denied. See response to Paragraph 10, 13 and Plaintiff's Memorandum of Law incorporated herein as though set forth in full. Plaintiff respectfully request that this Honorable Court overrule Defendants' Preliminary Objections.

PARAGRAPHS 48, 50, 52-67 OF PLAINTIFF'S COMPLAINT ARE SUFFICIENTLY SPECIFIC

17. Denied. Paragraphs 48, 40, 52-67 are sufficiently specific and put the Roosevelt Defendants on notice of Plaintiff's claims. The remaining averments in this Paragraph are denied as legal conclusions to which no response is required.

18. Denied. The paragraph contains legal conclusions to which no response is required.

19. Denied. This paragraph contains legal conclusions to which no response is required.

20. Denied. The Roosevelt Defendants allege that Paragraphs 48, 50 and 52-67 ascribe the same conduct to all three Defendant motels (Roosevelt Inn, Days Inn, and North American Motor Inns) and therefore these averments should be stricken for lack of specificity. No other similarly situated Defendant has filed Preliminary Objections in this case. The

Defendant motels are referenced together because there was the same course of conduct at all three motels which is why the pleadings are similar. These paragraphs set forth factual averments that the three Defendant motels were on notice of criminal activity, including prostitution and sex trafficking, on their property. It is not surprising that the Roosevelt Defendants would like to have factual averments of notice and foreseeability with respect to Plaintiff's claims stricken. The Roosevelt Defendants, however, have no legal or factual basis to strike these paragraphs.

Paragraph 48 states that, beginning in 2012, "Plaintiff was recruited, enticed, solicited, harbored and/or transported to engage in commercial sex acts by sex traffickers at the Roosevelt Inn, the Days Inn, and the North American Motor Inns on a regular, consistent and/or repeated basis." See Exhibit "A" at ¶ 48. There is nothing vague or non-specific about Paragraph 48 or the other Paragraphs that the Roosevelt Defendants allege are non-specific. It is evident that the Roosevelt Defendants are on notice and understand Plaintiff's claims when they state same conduct is ascribed to the Roosevelt Inn, the Days Inn and the North American Motor Inns. Plaintiff is not required, and it would be inefficient, to have three separate paragraphs setting forth the exact same factual averment for each Defendant motel. Therefore, the Roosevelt Defendants' Preliminary Objections should be overruled.

21. Denied as stated. See response to Paragraph 20 and Plaintiff's Memorandum of Law incorporated herein as though set forth in full.

22. Denied. The Roosevelt Defendants contend that factual averment in Paragraph 57 does not appear to apply to every hotel. Paragraph 57 provides "[h]ousekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inn had conversations with Plaintiff and had knowledge that Plaintiff was staying at the Roosevelt Inn to engage in commercial sex acts." It is apparent from the plain language of Paragraph 57 that the Roosevelt

Defendants are on fair notice of the Plaintiff's claim with respect to the factual averment included in Paragraph 57. It cannot be clearer: Plaintiff had conversations with housekeepers and front desk staff at the Roosevelt Inn and they knew she was there to engage in commercial sex acts. Defendants are able to respond and prepare a defense at this stage in litigation and discovery will permit the Roosevelt Defendants to broaden their understanding of Plaintiff's claims. Paragraphs 48, 50, 52-67 are sufficiently pled and specific. Therefore, the Roosevelt Defendants' Preliminary Objections should be overruled.

23. Denied. See response to Paragraph 21, 22 and Plaintiff's Memorandum Law incorporated herein as though set forth in full.


24. Denied. See response to Paragraph 21, 22 and Plaintiff's Memorandum Law incorporated herein as though set forth in full.

25. Denied. See response to Paragraph 21, 22 and Plaintiff's Memorandum Law incorporated herein as though set forth in full.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter the attached Order overruling Defendants' Preliminary Objections.

KLINE & SPECTER, P.C

BY: _____


THOMAS R. KLINE, ESQUIRE
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
KYLE B. NOCHO, ESQUIRE

KLINE & SPECTER, P.C.

Attorneys for Plaintiff

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1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

C.A.	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	
V.	:	
	:	MARCH TERM, 2019
	:	NO.: 03355
ROOSEVELT INN LLC, ROOSEVELT INN LLC	:	
d/b/a ROOSEVELT INN, ROOSEVELT MOTOR	:	
INN, INC., UFVS MANAGEMENT COMPANY	:	
LLC, 4200 ROOSEVELT LLC, 4200	:	
ROOSEVELT LLC d/b/a DAYS INN, DAYS INN,	:	
SURATI MANAGEMENT GROUP, DAYS	:	
INN BY WYNDHAM d/b/a DAYS INN,	:	
WYNDHAM WORLDWIDE CORPORATION,	:	
WYNDHAM HOTELS AND RESORTS, LLC,	:	
WYNDHAM HOTEL MANAGEMENT, INC.,	:	
NORTH AMERICAN MOTOR INNS, INC. d/b/a	:	
NORTH AMERICAN MOTOR INNS, RAMARA,	:	
INC., ASHOKA INVESTMENTS &	:	
MANAGEMENT SERVICES	:	
Defendants.	:	

**PLAINTIFF'S MEMORANDUM OF LAW IN OPPOSITION TO DEFENDANTS
 ROOSEVELT INN LLC d/b/a ROOSEVELT INN, ROOSEVELT MOTOR INN, INC.
 AND UFVS MANAGEMENT COMPANY, LLC'S PRELIMINARY OBJECTIONS**

I. PRELIMINARY STATEMENT

The Roosevelt Defendants seek to dismiss Plaintiff's claim for punitive damages which is in essence a demurrer. A demurrer may be sustained only if it is clear on the face of the pleading that the law will not provide or permit the recovery sought. Morgan v. McPhail, 672 A.2d 1359 (Pa. Super. Ct. 1996). If there is any doubt, it should be resolved by overruling the demurer. Mellon Bank N.A. v. Fabinyi, 650 A.2d 895 (Pa. Super. 1994).

The gravamen of Plaintiff's Complaint against the Roosevelt Inn Defendants is that the owners and operators of the Roosevelt Inn financially profited by renting motel rooms to Plaintiff's traffickers. Despite numerous and obvious signs of criminal activity including prostitution and sex trafficking at Defendants' motel, Defendants did nothing to prevent Plaintiff C.A., a minor, and others from being trafficked at their motel. The facts in Plaintiff's Complaint, which are completely ignored by the Roosevelt Defendants, go well beyond breaches in the standard of care and reveal reckless indifference to the safety and welfare of the Plaintiff when she was a minor. Plaintiff's injuries were preventable but for the Roosevelt Defendants willful disregard for the safety and well-being of Plaintiff and others that occurred over a two-year span from 2012-2013. Plaintiff has pled and will prove that the nature and magnitude of the criminal activity was such that Defendants' failure to stop or control its property was a reckless disregard for the general safety of people lawfully on its premises including Plaintiff C.A. Therefore, it is premature, based on the averments contained in Plaintiff's Complaint to dismiss Plaintiff's claim for punitive damages.

The Roosevelt Defendants also seeks to strike Paragraphs 48, 50, 52-67 of Plaintiff's Complaint for lack of specificity because the Roosevelt Defendants claim these paragraphs lump all three Defendant motels together. The Defendant motels are referenced together because there was the same course of conduct at all three motels which is why the pleadings are similar. These paragraphs set forth factual averments that the three Defendant motels were on notice of criminal activity, including prostitution and sex trafficking, on their property. There is nothing vague or non-specific about these paragraphs and therefore Defendants' Preliminary Objections should be overruled.

II. QUESTIONS PRESENTED

- A. Should this Honorable Court strike Plaintiff's demand for punitive damages?

Suggested Answer: No. Plaintiff has pled sufficient facts to support a claim for punitive damages.

- B. Should this Honorable Court strike Paragraphs 48, 50, 52-67 of Plaintiff's Complaint when these paragraphs are sufficiently pled?

Suggested Answer: No. Paragraphs 48, 50, 52-67 are sufficiently pled and Defendants' Preliminary Objections should be overruled.

III. BRIEF FACTUAL AND PROCEDURAL HISTORY

Plaintiff was the victim of underage human sex trafficking that occurred at the Roosevelt Inn, Days Inn, and the North American Motor Inns during 2012 through 2013. Plaintiff commenced this civil litigation on March 17, 2019 against the Roosevelt Inn LLC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC. [hereinafter "Roosevelt Defendants" and also "Moving Defendants"]. See Plaintiff's Complaint attached as Exhibit "A". Plaintiff also filed suit against 4200 Roosevelt LLC, 4200 Rose Hospitality LLC, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group LLC, Wyndham Hotels and Resorts, LLC, Wyndham Hotel Management, Inc., North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management Services. See Exhibit "A".

The Roosevelt Defendants have filed these instant Preliminary Objections and allege that Plaintiff's Complaint does not support a claim for punitive damages and lacks specificity. Notably, none of the other similarly situated Defendant motels in this case have filed Preliminary Objections. Moreover, it is disingenuous for the Roosevelt Defendants to claim they are not aware of the claims in this case. First, Plaintiff's Complaint includes factual averments that set

forth Plaintiff's claims and allow the Roosevelt Defendants to prepare a defense and broaden their understanding of the issues in the case during the course litigation. Secondly, there are companion cases to this present case including M.B. v. Roosevelt Inn, LLC, et al., Philadelphia CCP March Term 2017, No. 00712. The M.B. case has been in suit for two years and has produced overwhelming evidence that the operators and owners of the Roosevelt Inn were aware of prostitution and criminal activity on their property. Abdul Lopez, a trafficker who was incarcerated for his crimes, testified at his deposition that the Roosevelt Inn operated as "gentleman's club" with women and girls walking the hallway wearing very little clothing. A third case, B.H. v. Roosevelt Inn, LLC, et al., Philadelphia CCP March Term 2019, No. 03356 was also recently filed and involves similar factual circumstances to the facts in this present litigation and the M.B. case.

As more fully explained below, Plaintiff's Complaint sets forth sufficient facts to support a claim for punitive damages and is sufficiently specific to put the Roosevelt Defendants on notice of Plaintiff's claims. Therefore, the Roosevelt Defendants Preliminary Objections should be overruled.

IV. LEGAL ARGUMENT

A. PLAINTIFF HAS PLED SUFFICIENT FACTS TO SUPPORT A CLAIM FOR PUNITIVE DAMAGES AT THIS EARLY STAGE IN LITIGATION

Defendants' Preliminary Objections ask this Court to dismiss Plaintiff's claims for punitive damages. Defendants' Preliminary Objections are in essence a demurrer. A demurrer may be sustained only if it is clear on the face of the pleading that the law will not provide or permit the recovery sought. Morgan, 672 A.2d 1359 (Pa. Super. Ct. 1996). If there is any doubt, it should be resolved by overruling the demurer. Mellon Bank N.A., 650 A.2d 895 (Pa. Super. 1994).

In Pennsylvania, it is well-settled that the purpose of punitive damages is to deter similar conduct. Kirkbride v. Lisbon Contractors, Inc., 555 A.2d 800, 803 (Pa. 1989). A punitive damages claim is supported by the evidence if 1) Defendant had a subjective appreciation of the risk of harm to which the Plaintiff was exposed, and that 2) the Defendant acted, or failed to act as the case may be, in conscious disregard of that risk. Hutchinson v. Luddy, 870 A.2d 766 (Pa. 2005).

The averments set forth below establish that Defendants were aware of harm to the Plaintiff but consciously disregarded that risk and failed to ensure Plaintiff's safety and that Plaintiff's traffickers were prevented or stopped from continuing their criminal activity. Defendants completely ignore the following factual averments contained in Plaintiff's Complaint that occurred repeatedly and consistently over a two-year period of time from 2012-2013:

- In 2012, Plaintiff C.A. was solicited to engage in commercial sex acts at the Roosevelt Inn, the Days Inn, and the North American Motor Inns on a regular and repeated basis. See Plaintiff's Complaint at ¶ 48 attached as Exhibit "A".
- Plaintiff's trafficker's put up internet advertisements for the purpose of prostituting Plaintiff. See Id. at ¶ 49.
- The advertisements included both the name and address of the Roosevelt Inn, Days Inn and North American Motor Inns. See Id. at ¶ 50.
- The advertisements included a fake name for Plaintiff and a phone number to call. See Id. at ¶ 51.
- During the call, sex for cash was negotiated and the "John would be informed that Plaintiff was at the Roosevelt Inn, the Days Inn or North American Motor Inns. See Id. at ¶ 52.
- Plaintiff engaged in numerous "dates" per day at the Roosevelt Inn, the Days Inn or the North American Motor Inns. See Id. at ¶ 53.
- Plaintiff's traffickers would remain on the premises of the Roosevelt Inn, the Days Inn and the North American Motor Inns. See Id. at ¶ 54.

- The hotel rooms where Plaintiff engaged in commercial sex acts contained used condoms, condom wrapper and frequently smelled of marijuana. See Id. at ¶ 55.
- Plaintiff was accompanied by men at each hotel. See Id. at ¶ 56.
- Housekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inns had knowledge that she was there to engage in commercial sex acts. See Id. at ¶ 57.
- Plaintiff was visibly treated in an aggressive manner by her traffickers at each of the hotels. See Id. at ¶ 58.
- Plaintiff exhibited fear and anxiety at the Roosevelt Inn, Days Inn and North American Motor Inns. See Id. at ¶ 59.
- Plaintiff's traffickers paid cash for the rooms. See Id. at ¶ 60.
- Plaintiff's traffickers consistently displayed "Do Not Disturb" signs and repeatedly refused housekeeping services at the Roosevelt Inn, Days Inn and North American Motor Inns. See Id. at ¶ 61.
- Men frequently entered and left the rooms that Plaintiff was staying in at the Roosevelt Inn, Days Inn and North American Motor Inns. See Id. at ¶ 62.
- Men walked the hallways at the Roosevelt Inn, the Days Inn and the North American Motor Inns where Plaintiff engaged in commercial sex acts. See Id. at ¶ 63.
- Plaintiff had extended stays at the Roosevelt Inn, the Days Inn and the North American Motor Inns with few or little personal possessions. See Id. at ¶ 64.
- Plaintiff's traffickers paid for the hotel rooms with cash on a day to day basis at the Roosevelt Inn, Days Inn and North American Motor Inns. See Id. at ¶ 64.
- The cash used by Plaintiff's traffickers to pay for the hotel rooms came from the sexual exploitation of Plaintiff. See Id. at ¶ 64.
- Plaintiff was told to dress in a sexually explicit manner and would walk the hallways of the Roosevelt Inn, the Days Inn and the North American Motor Inns. See Id. at ¶ 65.
- In 2013, C.A. was rescued from her one of her trafficker's when the FBI arrived at the Days Inn. See Id. at ¶ 68.

The facts set forth above go well beyond breaches in the standard of care and reveal reckless indifference to the safety and welfare of the Plaintiff when she was a minor. Despite

numerous and obvious signs of criminal activity including prostitution and sex trafficking, Defendants did nothing to prevent harm to Plaintiff and others. That Defendants were aware or should have been aware of the numerous and obvious signs of prostitution and sex trafficking that were occurring on their property but failed to take measures to prevent, intervene, disrupt or otherwise stop this type of criminal activity is indicative of reckless indifference towards known risks of harm. Plaintiff's Complaint includes averments that the Roosevelt Defendants chose profits over protection and looked the other way with regard to criminal activity happening on their property. Plaintiff is not pleading that the Roosevelt Defendants directly took part in the criminal activity. Plaintiff has pled and will prove that the nature and magnitude for the criminal activity was such that the Roosevelt Defendants failure to stop or control their property was reckless disregard for the general safety of people lawfully on their premises, including Plaintiff B.H. See Plaintiff's Complaint at ¶¶ 48 - 68.

Therefore, it is premature, based upon the averments contained in Plaintiff's Complaint, to dismiss Plaintiff's claim for punitive damages. See McCellan v. Health Maint. Org. of Pa., 604 A.2d 1053 (Pa. Super. 1992 (explaining it would be premature to dismiss plaintiff's claim for punitive damages in a medical malpractice action based on allegations contained in the complaint). For the reasons set forth above, the Roosevelt Defendants' preliminary objections to Plaintiff's claims for punitive damages should be overruled.

B. PARAGRAPHS 48, 50, 52-67 OF PLAINTIFF'S COMPLAINT ARE SUFFICIENTLY SPECIFIC

Rule 1019(a) of the Pennsylvania Rules of Civil Procedure sets forth the applicable standard for pleading a negligence cause of action:

The materials facts on which a cause of action is based shall be stated in concise and summary form.

Pa. R. Civ. P. 1019(a). In interpreting the degree of specific required by Rule 1019(a), the courts have instructed that a “pleading must be specifically specific to enable the respondent to prepare a defense.” Krajsa v. Keypunch, Inc., 622 A.2d 355, 357 (Pa. Super. Ct. 1993); Philadelphia County Intermediate Unit v. Comwlth. of PA, 432 A.2d 1121, 1125 (Pa. Cmwlth. Ct. 1981). A complaint need not be an all-inclusive narrative of events underlying the claim nor is the plaintiff obliged to identify the legal theories underlying the claims. DelConte v. Stefonick, 408 A.2d 1151, 1153 (Pa. Sup. Ct. 1979); Weiss v. Equibank, 460 A.2d 271 (Pa. Super. Ct. 1983). Only allegations of fraud and mistake are required to be pled with particularity and all other allegations can be averred generally. Pa. R. Civ. P. 1019(b).

The purpose of a pleading is to put a defendant on notice of the claims it will have to defend and give the defendant fair notice of the plaintiff’s claims and the material facts that support those claims. Pa. R. Civ. P. 1019(a). “It is not the function of the Complaint to be an all-inclusive narrative of events underlying the claim . . . (Defendant) will have the opportunity for discovery to broaden its understanding of the issues prior to trial.” General State Authority v. Lawrie and Green, 356 A.2d 851, 854 (Pa. Cmwlth. 1976). A Complaint is sufficiently specific if it provides the adverse party with enough facts to enable him to frame a proper response prepare a defense. Commonwealth ex.rel., Milk Marketing Board v. Sunnybrook Dairies, Inc. 370 A.2d 765 (Pa. Cmwlth. 1977).

The Roosevelt Defendants allege that Paragraphs 48, 50 and 52-67 ascribe the same conduct to all three Defendant motels (Roosevelt Inn, Days Inn, and North American Motor Inns) and therefore these averments should be stricken for lack of specificity. No other similarly situated Defendant has filed Preliminary Objections in this case. The Defendant motels are referenced together because there was the same course of conduct at all three motels which is

why the pleadings are similar. These paragraphs set forth factual averments that the three Defendant motels were on notice of criminal activity, including prostitution and sex trafficking, on their property. It is not surprising that the Roosevelt Defendants would like to have factual averments of notice and foreseeability with respect to Plaintiff's claims stricken. The Roosevelt Defendants, however, have no legal or factual basis to strike these paragraphs.

If the Roosevelt Defendants complain that the exact same conduct is ascribed to the three Defendant motels, then clearly the Roosevelt Defendants understand and are on notice of Plaintiff's claims. Paragraph 48 states that, beginning in 2012, "Plaintiff was recruited, enticed, solicited, harbored and/or transported to engage in commercial sex acts by sex traffickers at the Roosevelt Inn, the Days Inn, and the North American Motor Inns on a regular, consistent and/or repeated basis." See Exhibit "A" at ¶ 48. There is nothing vague or non-specific about Paragraph 48 or the other Paragraphs that the Roosevelt Defendants allege are non-specific. It is evident that the Roosevelt Defendants are on notice and understand Plaintiff's claims when they state same conduct is ascribed to the Roosevelt Inn, the Days Inn and the North American Motor Inns. Plaintiff is not required, and it would be inefficient, to have three separate paragraphs setting forth the exact same factual averment for each Defendant motel.

The Roosevelt Defendants contend that factual averment in Paragraph 57 does not appear to apply to every hotel. Paragraph 57 provides "[h]ousekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inn had conversations with Plaintiff and had knowledge that Plaintiff was staying at the Roosevelt Inn to engage in commercial sex acts." It is apparent from the plain language of Paragraph 57 that the Roosevelt Defendants are on fair notice of the Plaintiff's claim with respect to the factual averment included in Paragraph 57. It cannot be clearer: Plaintiff had conversations with housekeepers and front desk staff at the

Roosevelt Inn and they knew she was there to engage in commercial sex acts. Defendants are able to respond and prepare a defense at this stage in litigation and discovery will permit the Roosevelt Defendants to broaden their understanding of Plaintiff's claims.

Paragraphs 48, 50, 52-67 are sufficiently pled and specific. Therefore, the Roosevelt Defendants' Preliminary Objections should be overruled.

V. CONCLUSION

For the reasons stated above, Plaintiff respectfully requests this Honorable Court enter the attached Order overruling Defendants' Preliminary Objections.

KLINE & SPECTER, P.C

BY: 

THOMAS R. KLINE, ESQUIRE
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
KYLE B. NOCHO, ESQUIRE

VERIFICATION

I, NADEEM A. BEZAR, ESQUIRE, hereby state that I am the attorney for Plaintiff in this matter and hereby verify that the statements made in the foregoing Plaintiff's Response to Defendants Preliminary Objections are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements contained therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

/s/Nadeem A. Bezar

NADEEM. A. BEZAR, ESQUIRE
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I do hereby certify that service of a true and correct copy of the above Plaintiff's Response to Defendants Preliminary Objections was filed with the Court on May 6, 2019 and served by electronic filing upon the following counsel of record:

Grant S. Palmer, Esq.
James J. Quinlan, Esq.
Daniel E. Oberdick, Esq.
Blank Rome LLP
One Logan Square, 130 North 18th Street
Philadelphia, PA 19103
*Counsel for Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and
UFVS Management Company*

By first-class mail upon the following parties:

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Law Offices of McCreesh, McCreesh, McCreesh & Cannon
7053 Terminal Square
Upper Darby, Pennsylvania 19082
Counsel for North American Motors Inn and Ramara, Inc.

Virginia L. Hardwick, Esquire
Hardwick Benfer, LLC
179 North Broad Street
Doylestown, PA 18901
Counsel for 4200 Roosevelt d/b/a Days Inn, et. al.

James M. Brogan, Esquire
Matthew A. Goldberg, Esquire
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Haley D. Torrey, Esquire
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1650 Market Street
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Philadelphia, PA 19103
*Counsel for Wyndham Worldwide Corporation; Wyndham Hotel Group, LLC; Wyndham Hotels and
Resorts, LLC; and Wyndham Hotel Management, Inc.*

Robert T. Cohen, Esquire
Trobman & Cohen LLC
102 Browning Lane, Building B-3
Cherry Hill, NJ 08003
Counsel for Surati Management Group

Ashoka Investments and Management Services
c/o CT Corporation System Delaware
1209 N. Orange Street
Wilmington, DE 19801

/s/ Nadeem A. Bezar

By: _____
NADEEM A. BEZAR, ESQUIRE
Attorney for Plaintiffs

Dated: May 6, 2019

Case ID: 190303355
Control No.: 19041986

EXHIBIT A

KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff C.A.

Filed and Attested by the
 Office of Judicial Records

27 MAR 2019 08:50 am

M. BRYANT

C.A.

c/o Kline & Specter, P.C.
 1525 Locust Street
 Philadelphia, PA 19102

Plaintiff,

v.

ROOSEVELT INN LLC and
 ROOSEVELT INN LLC d/b/a/
 ROOSEVELT INN
 7630 Roosevelt Boulevard
 Philadelphia, PA 19152

and

ROOSEVELT MOTOR INN, INC.
 7630 Roosevelt Boulevard
 Philadelphia, PA 19152

and

UFVS MANAGEMENT COMPANY, LLC
 287 Bowman Avenue
 Purchase, NY 10577

and

4200 ROOSEVELT LLC and
 4200 ROOSEVELT LLC d/b/a/
 DAYS INN
 4200 Roosevelt Boulevard
 Philadelphia, PA 19124

and

4200 ROSE HOSPITALITY LLC and
 4200 ROSE HOSPITALITY d/b/a/
 DAYS INN
 4200 Roosevelt Boulevard
 Philadelphia, PA 19124

PHILADELPHIA COUNTY
 COURT OF COMMON PLEAS

CIVIL TRIAL DIVISION
 FEBRUARY TERM, 2019
 NO.:

JURY TRIAL DEMANDED

Case ID: 190303355

Case ID: 190303355

Control No.: 19041986

and

DAYS INN
4200 Roosevelt Boulevard
Philadelphia PA 19124

and

SURATI MANAGEMENT GROUP
121 Drew Drive
Langhorne, PA 19053

and

DAYS INN BY WYNDHAM d/b/a DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

WYNDHAM WORLDWIDE CORPORATION
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL GROUP, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTELS AND RESORTS, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL MANAGEMENT, INC.
22 Sylvan Way
Parsippany, NJ 07054

and

NORTH AMERICAN MOTOR INNS, INC. d/b/a
NORTH AMERICAN MOTOR INNS
4444 City Avenue
Philadelphia, Pennsylvania 19131

and

RAMARA, INC.
1003 Spruce Street
Philadelphia, PA 19107

and

ASHOKA INVESTMENTS & MANAGEMENT
SERVICES
27 A Iris Avenue
San Francisco, CA 94118

Defendants

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER (OR CANNOT AFFORD ONE), GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERENCE SERVICE
One Reading Center
Philadelphia, PA 19107
(215) 238-6333
TTY (215) 451-6197

AVISO

Le han demandado en corte. Si usted quiere defenderse contra las demandas nombradas en las paginas siguientes, tiene veinte (20) dias a partir de recibir esta demanda y notificacion para entablar personalmente o por un abogado una comparecencia escrita y tambien para entablar con la corte en forma escrita sus defensas y objeciones a las demandas contra usted. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELEFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO.

SI USTED NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUEDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO de REFERENCIA LEGAL
Uno Reading Centro
Filadelfia, PA 19107
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KLINE & SPECTER, P.C.

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1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff C.A.

C.A.
 c/o Kline & Specter, P.C.
 1525 Locust Street
 Philadelphia, PA 19102
Plaintiff,

v.

ROOSEVELT INN LLC and
 ROOSEVELT INN LLC d/b/a/
 ROOSEVELT INN
 7630 Roosevelt Boulevard
 Philadelphia, PA 19152

and

ROOSEVELT MOTOR INN, INC.
 7630 Roosevelt Boulevard
 Philadelphia, PA 19152

and

UFVS MANAGEMENT COMPANY, LLC
 287 Bowman Avenue
 Purchase, NY 10577

and

4200 ROOSEVELT LLC and
 4200 ROOSEVELT LLC d/b/a
 DAYS INN
 4200 Roosevelt Boulevard
 Philadelphia, PA 19124

and

PHILADELPHIA COUNTY
 COURT OF COMMON PLEAS

 CIVIL TRIAL DIVISION
 FEBRUARY TERM, 2019
 NO.:

JURY TRIAL DEMANDED

4200 ROSE HOSPITALITY LLC and
4200 ROSE HOSPITALITY d/b/a
DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

SURATI MANAGEMENT GROUP
121 Drew Drive
Langhorne, PA 19053

and

DAYS INN BY WYNDHAM d/b/a
DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

WYNDHAM WORLDWIDE CORPORATION
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL GROUP, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTELS AND RESORTS, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL MANAGEMENT, INC. :
22 Sylvan Way :
Parsippany, NJ 07054 :

and :

NORTH AMERICAN MOTOR INNS, INC. d/b/a :
NORTH AMERICAN MOTOR INNS :
4444 City Avenue :
Philadelphia, Pennsylvania 19131 :

and :

RAMARA, INC. :
1003 Spruce Street :
Philadelphia, PA 19107 :

and :

ASHOKA INVESTMENTS & MANAGEMEMT :
SERVICES :
27 A Iris Avenue :
San Francisco, CA 94118 :

Defendants :

COMPLAINT

PRELIMINARY STATEMENT

1. Human sex trafficking is a form of modern-day slavery that exists throughout the United States.

2. Human trafficking is a global multi-billion dollar enterprise that affects nearly every single country.

3. Women and girls are disproportionately affected by human sex trafficking and account for the vast majority of victims in commercial sex trafficking.

4. Globally, there are approximately 5 million people trapped in forced sexual exploitation. It is a form of evil in the abuse and exploitation of the most innocent and vulnerable.

5. The hospitality industry, and hotels specifically, owe a duty to provide a safe premise for their guests and must protect them against reasonably anticipated conduct.

6. Hotels and motels are frequented for both sex and labor trafficking business operations.

7. The National Human Trafficking Hotline recorded 3,596 cases of human trafficking involving a hotel or motel from 2007 through 2017.

THE PARTIES

8. Plaintiff, C.A. was born on May 1, 1996 and is one of the thousands of victims of human trafficking and being victimized in hotels / motels across the United States.

9. From 2012 through 2013, Plaintiff was exploited as a minor by commercial sex traffickers who financially benefitted from her exploitation. Plaintiff resides in Philadelphia County, Pennsylvania. Plaintiff can be contacted through her counsel, Thomas R. Kline, Esquire, Nadeem A. Bezar, Esquire, Emily B. Marks, Esquire, and Kyle B. Nocho, Esquire of Kline & Specter, P.C., 1525 Locust Street, Philadelphia, Pennsylvania 19102.

10. Plaintiff's name and address are not contained in this Complaint to protect the privacy and identity of Plaintiff who incurred injuries and damages when she was a minor.

11. Defendant Roosevelt Inn LLC is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania with a principal business address located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152. At all material times hereto, Defendant Roosevelt Inn LLC owned, operated or managed the Roosevelt Inn located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152 [hereinafter "Roosevelt Inn"].

12. Defendant Roosevelt Motor Inn, Inc. [hereinafter referred to as "Roosevelt Motor Inn"] is a corporation duly organized and existing under the laws of the Commonwealth of

Pennsylvania with a principal business address located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152. At all material times hereto, Defendant Roosevelt Motor Inn, Inc. owned, operated or managed the Roosevelt Inn.

13. Defendant UFVS Management Company, LLC, is a limited liability company duly organized and existing under the laws of the State of New York. At all material times hereto, Defendant UFVS Management Company, LLC owned, operated and/or managed the Roosevelt Inn. Defendant UFVS Management Company, LLC oversees the operation of the Roosevelt Inn including the hiring of employees.

14. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, and UFVS Management Company, LLC were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the Roosevelt Inn. Accordingly, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, and UFVS Management Company, LLC are liable for the acts and/or omissions of their agents, servants and/or employees under the theories of agency, master servant, respondeat superior and/or right of control.

15. Defendant 4200 Roosevelt LLC and 4200 Roosevelt LLC d/b/a Days Inn [hereinafter referred to as “4200 Roosevelt”] is a limited liability company duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant 4200 Roosevelt LLC owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124 [hereinafter “Days Inn”].

16. Defendant 4200 Rose Hospitality, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn [hereinafter referred to as “Rose Hospitality”] is a limited liability company duly organized

and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant 4200 Rose Hospitality, owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124.

17. Defendant Days Inn is a company duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant Days Inn owned operated and/or managed the Days Inn.

18. Defendant Surati Management Group is a company duly organized and existing under the laws under the Commonwealth of Pennsylvania with a principal business address located at 121 Drew Lane, Langhorne, PA 19053. At all material times hereto, Defendant Surati Management Group owned, operated and/or managed the Days Inn.

19. Defendant Days Inns d/b/a Days Inn by Wyndham [hereinafter referred to as “Days Inn by Wyndham”] is a company duly organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124. At all material times hereto, Defendant Days Inn d/b/a Days Inn by Wyndham owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124.

20. Defendant Wyndham Worldwide Corporation is a corporation duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Worldwide Corporation owned, operated or managed the Days Inn.

21. Defendant Wyndham Hotel Group, LLC is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant

Wyndham Hotel Group, LLC owned, operated or managed the Days Inn.

22. Defendant Wyndham Hotels and Resorts, LLC is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Hotels and Resorts, LLC owned, operated or managed the Days Inn.

23. Defendant Wyndham Hotel Management, Inc. is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Hotel Management, Inc. owned, operated or managed the Days Inn.

24. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. made up a corporate structure that consisted of parent entities, parent corporations, associated or affiliated corporations, member corporations and/or subsidiary corporations.

25. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the Days Inn. Accordingly, Defendants 4200 Roosevelt LLC, 4200 Rose Hospitality Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. are liable for the acts and/or omissions of their

agents, servants and/or employees under the theories of agency, master servant, respondeat superior and/or right of control.

26. Defendant North American Motor Inns, Inc. d/b/a North American Motor Inns [hereinafter referred to as “North American Motor Inns”] is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant North American Motor Inns, Inc. owned, operated or managed the North American Motor Inns located at 4444 City Avenue, Philadelphia, PA 19137.

27. Defendant Ramara, Inc. is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 1003 Spruce Street, Philadelphia PA 19107. At all material times hereto, Defendant Ramara, Inc. owned, operated and/or managed the North American Motor Inns.

28. Defendant Ashoka Investment & Management Services is a company duly organized and existing under the laws of the State of California with a principal place of business located at 27 A. Iris Avenue, San Francisco, CA 94118. At all material times hereto, Ashoka Investment & Management Services owned, operated and/or managed the North American Motor Inns.

29. Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the North American Motor Inns. Accordingly, Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management are liable for the acts and/or omissions of their agents, servants and/or employees

under the theories of agency, master servant, respondeat superior and/or right of control.

30. Venue is appropriate in this case because all the Defendants regularly conduct business in Philadelphia County.

31. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Roosevelt Inn where they worked.

32. At all times material hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Days Inn where they worked.

33. At all material times hereto, North American Motor Inns, Inc, Ramara, Inc. and Ashoka Investment & Management individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the North American Motor Inns where they worked.

34. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the Roosevelt Inn and instead permitted heinous and unspeakable acts to occur.

35. At all material times hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation,

Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the Days Inn and instead permitted heinous and unspeakable acts to occur.

36. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the North American Motor Inns and instead permitted heinous and unspeakable acts to occur.

37. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the Roosevelt Inn.

38. At all times material hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the Days Inn.

39. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the North American Motor Inns.

40. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, rented rooms to sex traffickers financially

benefiting from the commercial sex acts occurring on the premises of the Roosevelt Inn.

41. At all material times hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. rented rooms to sex traffickers financially benefiting from the commercial sex acts occurring on the premises of the Days Inn.

42. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services rented rooms to sex traffickers financially benefiting from the commercial sex acts occurring on the premises of the North American Motor Inns.

OPERATIVE FACTS

43. Pennsylvania has long held that hotel and motel owners are liable for the reasonably anticipated harm that may occur to their guests from third persons. *Moran v. Valley Forge Drive-In Theater, Inc.*, 246 A.2d 875, 879 (Pa. 1968)

44. This principle has been reinforced in more modern Pennsylvania cases. *See Rabutino, Admin. of the Estate of William Impagliazzo v. Freedom State Realty Co., Inc., et al.*, 809 A.2d 933, 942 (Pa. Super. 2002) (holding that owner and operator of hotel owed a duty of care to 19-year-old who was shot and killed during party inside room because such conduct was a reasonably anticipated event).

45. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the Roosevelt Inn to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

46. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the Days Inn to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

47. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the North American Motor Inns to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

48. Beginning in 2012, Plaintiff was recruited, enticed, solicited, harbored and/or transported to engage in commercial sex acts by sex traffickers at the Roosevelt Inn, the Days Inn, and the North American Motor Inns on a regular, consistent and/or repeated basis.

49. Plaintiff's traffickers put up internet advertisements for the purpose of prostituting Plaintiff.

50. These advertisements often included both the name and address of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

51. The advertisements included a fake name for Plaintiff and a phone number to call.

52. During the phone call, sex for cash was negotiated and the caller "John" would be informed that Plaintiff was at the Roosevelt Inn, the Days Inn, or the North American Motor Inns.

53. Plaintiff engaged in numerous commercial sex act "dates" per day at the Roosevelt Inn, the Days Inn, or the North American Motor Inns.

54. Plaintiff's traffickers would remain on the premises of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

55. The hotel rooms where Plaintiff engaged in commercial sex acts contained used condoms and condom wrappers and the room frequently smelled of marijuana.

56. Plaintiff was accompanied by men while on the premises of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

57. Housekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inns had conversations with Plaintiff and had knowledge that Plaintiff was staying at the Roosevelt Inn to engage in commercial sex acts.

58. Plaintiff was visibly treated in an aggressive manner by traffickers engaged in commercial sex acts with Plaintiff while in public areas of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

59. Plaintiff exhibited fear and anxiety while on the premises and in public areas of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

60. Plaintiff's traffickers paid cash for the hotel rooms where Plaintiff engaged in commercial sex acts.

61. Plaintiff's traffickers consistently displayed "Do Not Disturb" signs on the door to the hotel room where Plaintiff engaged in commercial sex acts and consistently refused housekeeping services.

62. Men and others frequently entered and left the rooms at the Roosevelt Inn, the Days Inn, and the North American Motor Inns where Plaintiff engaged in commercial sex acts.

63. Men walked the hallways at the Roosevelt Inn, the Days Inn, and the North American Motor Inns where Plaintiff was engaged in commercial sex acts.

64. Plaintiff had extended stays at the Roosevelt Inn, the Days Inn, and the North American Motor Inns with few or no personal possessions and was left in the room for long periods of time. The rooms for these extended stays were paid for with cash on a day to days basis.

65. Plaintiff dressed in a sexually explicit manner and would walk the hallways of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

66. Plaintiff was paid cash for the commercial sex acts she engaged in while at the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

67. Plaintiff distributed the cash she received for the commercial sex acts to her traffickers who used the cash as payment for the hotel rooms at the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

68. In 2013, Plaintiff was rescued from the Days Inn following an investigation by the FBI based on internet advertisements of Plaintiff promoting prostitution.

69. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the Plaintiff.

70. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the

Plaintiff.

71. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the Plaintiff.

72. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, rented rooms to sex traffickers exploiting Plaintiff at the Roosevelt Inn.

73. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. rented rooms to sex traffickers exploiting Plaintiff at the Days Inn.

74. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services rented rooms to sex traffickers exploiting Plaintiff at the North American Motor Inns.

75. Plaintiff, as a hotel guest, was a business invitee of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC.

76. Plaintiff, as a hotel guest, was also a business invitee of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.

77. Plaintiff, as a hotel guest, was also a business invitee of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services.

78. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

79. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

80. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

81. Defendants Roosevelt Inn, LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

82. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

83. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

84. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

85. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

86. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

87. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

88. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel

Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

89. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

90. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of Plaintiff.

91. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of Plaintiff.

92. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or

otherwise stop the human sex trafficking of Plaintiff.

93. By having knowledge of human sex trafficking at the Roosevelt Inn and negligently allowing the Plaintiff's harm to occur, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through its actual or apparent agents, servants and employees, caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

94. By negligently allowing the Plaintiff's harm to occur, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

95. By negligently allowing the Plaintiff's harm to occur, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

96. By renting rooms to individuals sex trafficking Plaintiff, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene,

disrupt or otherwise stop sex trafficking occurring on the premises of the Roosevelt Inn.

97. By renting rooms to individuals sex trafficking Plaintiff, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene, disrupt or otherwise stop sex trafficking occurring on the premises of the Days Inn.

98. By renting rooms to individuals sex trafficking the Plaintiff, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene, disrupt or otherwise stop sex trafficking occurring on the premises of the North American Motor Inns.

99. By renting rooms to individuals sex trafficking Plaintiff for commercial sex acts, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

100. By renting rooms to individuals sex trafficking Plaintiff for commercial sex acts, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

101. By renting rooms to individuals sex trafficking the Plaintiff for commercial sex acts, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

COUNT I - NEGLIGENCE

C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS MANAGEMENT COMPANY, LLC,

102. The averments of Paragraphs 1 through 101 are incorporated herein by reference.

103. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Roosevelt Inn.

104. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees should have reasonably anticipated criminal conduct by third parties, including other guests, invitees or persons on the premises of the Roosevelt Inn.

105. Defendants Roosevelt Inn LCC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Roosevelt Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of

human trafficking and sexual exploitation on the premises of the Roosevelt Inn.

106. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Roosevelt Inn, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the Roosevelt Inn on a repeated basis.

107. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the Roosevelt Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the Roosevelt Inn.

108. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the Roosevelt Inn, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the Roosevelt Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn,

Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Roosevelt Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Roosevelt Inn;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at

the Roosevelt Inn;

- n. Failing to conduct adequate surveillance of the premises of the Roosevelt Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

109. By renting rooms to Plaintiff's sex traffickers, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

110. As a result of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's negligence, Plaintiff was caused to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

111. As a result of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the Roosevelt Inn.

112. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT II - NEGLIGENCE

**C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI
MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE
CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND
RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.**

113. The averments of Paragraphs 1 through 112 are incorporated herein by reference.

114. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Days Inn.

115. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati

Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of the Days Inn's business, should have reasonably anticipated criminal conduct on the part of third parties, including other guests and invitees of the premises of the Days Inn.

116. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Days Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the Days Inn.

117. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Days Inn, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex

traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the Days Inn on a repeated basis.

118. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the Days Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the Days Inn.

119. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experience that persons lawfully on the premises of the Days Inn, such as Plaintiff, would suffer serious bodily injury as a result of being victimized by violent crimes perpetrated by third persons on the premises of the Days Inn.

120. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the Days Inn, including Plaintiff, from

criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the Days Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Days Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Days Inn;

- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the Days Inn;
- n. Failing to conduct adequate surveillance of the premises of the Days Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

121. By renting rooms to Plaintiff's sex traffickers, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by and through their actual or apparent

agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

122. As a result Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., Plaintiff was caused to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

123. As a result of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.'s negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the Days Inn.

124. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., and demands compensatory and punitive damages

in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT III – NEGLIGENCE

C.A. v. NORTH AMERICAN MOTOR INNS, INC., RAMARA, INC., AND ASHOKA INVESTMENTS AND MANAGEMENT SERVICES

125. The averments of Paragraphs 1 through 124 are incorporated herein by reference.

126. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the North American Motor Inns.

127. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees should have reasonably anticipated criminal conduct by third parties, including other guests, invitees or persons on the premises of the North American Motor Inns.

128. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the North American Motor Inns in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the North American Motor Inns.

129. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the North American Motor Inns, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the North American Motor Inns on a repeated basis.

130. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the North American Motor Inns, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the North American Motor Inns.

131. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the North American Motor Inns, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the North American Motor Inns, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of

Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the North American Motor Inns;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the North American Motor Inns;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;

- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the North American Motor Inns;
- n. Failing to conduct adequate surveillance of the premises of the North American Motor Inns;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

132. By renting rooms to Plaintiff's sex traffickers, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

133. As a result of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services' negligence, Plaintiff was caused to suffer physical

harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

134. As a result of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services' negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the North American Motor Inns.

135. Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investments & Management Services acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IV – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC**

136. The averments of paragraphs 1 through 135 are incorporated herein by reference.

137. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly & proximately causing harm/damages to Plaintiff.

138. Defendants acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT V – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.

139. The averments of paragraphs 1 through 138 are incorporated herein by reference.

140. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to Plaintiff.

141. Defendants acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc and demands compensatory and punitive

damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VI – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. v. NORTH AMERICAN MOTOR INNS, INC., INC., RAMARA, INC. AND
ASHOKA INVESTMENTS & MANAGEMENT SERVICES**

142. The averments of paragraphs 1 through 141 are incorporated herein by reference.

143. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against the Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to the Plaintiff.

144. Defendants acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgement in her favor and against North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC,**

145. The averments of paragraphs 1 through 144 are incorporated herein by reference.

146. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and

employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

147. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

148. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

149. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the Roosevelt Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Roosevelt Inn would be victimized by, or subjected to, such criminal and/or violent acts.

150. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the Roosevelt Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

151. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VIII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC,

152. The averments of paragraphs 1 through 151 are incorporated herein by reference.

153. Defendants, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

154. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably

sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

155. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

156. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the Days Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Days Inn would be victimized by, or subjected to, such criminal and/or violent acts.

157. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the Days Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

158. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn,

Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.,, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IX – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

C.A. v. NORTH AMERICAN MOTOR INNS, INC., RAMARA, INC., AND ASHOKA INVESTMENTS & MANAGEMENT SERVICES

159. The averments of paragraphs 1 through 158 are incorporated herein by reference.

160. Defendants North American Motor Inns, Inc., North American Motor Inns, Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

161. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

162. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

163. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the North American Motor Inns, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the North American Motor Inns would be victimized by, or subjected to, such criminal and/or violent acts.

164. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the North American Motor Inns, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

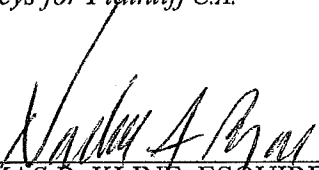
165. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand

(\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

KLINE & SPECTER, P.C.

Attorneys for Plaintiff C.A.

BY: 
THOMAS R. KLINE, ESQUIRE
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
KYLE B. NOCHO, ESQUIRE

DATED: 3-27-19

VERIFICATION

I, C [REDACTED] A [REDACTED], hereby state that I am the Plaintiff in the within matter, and as such verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

C [REDACTED] A [REDACTED]

McCORMICK & PRIORE, P.C.

By: Philip D. Priore, Esquire
Brian J. Callahan, Esquire

Attorney ID #38987/200815

Four Penn Center

1600 JFK Blvd., Suite 800

Philadelphia, PA 19103

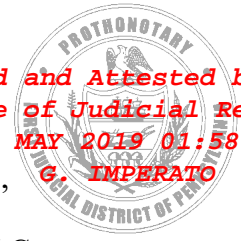
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*Filed and Attested by the
Office of Judicial Records
07 MAY 2019 01:58 pm*



Attorneys for Defendants,
4200 Roosevelt LLC and
4200 Rose Hospitality LLC
d/b/a Days Inn

C.A.

vs.

ROOSEVELT INN LLC, ET AL.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

MARCH TERM, 2019
NO. 3355

ENTRY OF APPEARANCE WITH JURY DEMAND

Kindly enter our appearance on behalf of defendants, 4200 Roosevelt LLC and 4200 Rose Hospitality LLC d/b/a Days Inn, in the above matter.

A Jury of twelve members is hereby demanded in the above-captioned matter.

McCORMICK & PRIORE, P.C.

BY: */s/ Philip D. Priore*

Philip D. Priore, Esquire
Brian J. Callahan, Esquire
Attorneys for Defendants,
4200 Roosevelt LLC and 4200 Rose
Hospitality LLC d/b/a Days Inn

Dated: 5/7/19

Civil Administration

L. SATCHELL

C.A.

vs.

ROOSEVELT INN LLC, ET AL.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

MARCH TERM, 2019
NO. 3355

ORDER

AND NOW this _____ of _____, 2019, upon consideration of defendants, 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn's Joinder in the Preliminary Objections of defendants, Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, and UFVS Management Company, LLC, to the Plaintiff's Complaint, it is hereby **ORDERED** that the Preliminary Objections and Joinder are **SUSTAINED**. It is further **ORDERED** that:

1. All claims for punitive damages against 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn are dismissed with prejudice.
2. Paragraphs 48, 50, 52-67 are stricken from the Complaint.

BY THE COURT:

J.

McCORMICK & PRIORE, P.C.

By: Philip D. Priore, Esquire
Brian J. Callahan, Esquire

Attorney ID #38987/200815

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Attorneys for Defendants,
4200 Roosevelt LLC and
4200 Rose Hospitality LLC
d/b/a Days Inn

C.A.

vs.

ROOSEVELT INN LLC, ET AL.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

MARCH TERM, 2019
NO. 3355

**JOINDER OF DEFENDANTS, 4200 ROOSEVELT, LLC AND 4200 ROSE
HOSPITALITY, LLC D/B/A DAYS INN, IN THE PRELIMINARY OBJECTIONS OF
DEFENDANTS, ROOSEVELT INN LLC D/B/A ROOSEVELT INN, ROOSEVELT
MOTOR INN, AND UFVS MANAGEMENT COMPANY, LLC**

Defendants, 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn (hereafter collectively referred to as “the Days Inn”), by and through their attorneys, McCormick & Priore, P.C., hereby submit this Joinder in the Preliminary Objections of Defendants, Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, and UFVS Management Company, LLC (hereafter collectively referred to as “Co-defendants”), to Plaintiff’s Complaint, and in support thereof aver as follows:

1. On or about April 15, 2019, Co-defendants filed Preliminary Objections to plaintiff’s Complaint. *A true and correct copy of the Preliminary Objections are attached hereto as Exhibit A.*

2. The arguments set forth in Co-defendants’ Preliminary Objections are equally applicable to the Days Inn.

3. The Days Inn hereby joins in, incorporates and asserts the Preliminary Objections of Co-defendants.

WHEREFORE, defendants, 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn, hereby respectfully request that their Joinder in the Preliminary Objections of Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, and UFVS Management Company, LLC, to Plaintiff's Complaint be sustained.

McCORMICK & PRIORE, P.C.

BY: /s/ Philip D. Priore
Philip D. Priore, Esquire
Brian J. Callahan, Esquire
Attorney for Defendants,
4200 Roosevelt, LLC and 4200 Rose
Hospitality, LLC d/b/a Days Inn

Dated: 5/7/19

McCORMICK & PRIORE, P.C.

By: Philip D. Priore, Esquire
Brian J. Callahan, Esquire

Attorney ID #38987/200815

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Attorneys for Defendants,
4200 Roosevelt LLC and
4200 Rose Hospitality LLC
d/b/a Days Inn

C.A.

vs.

ROOSEVELT INN LLC, ET AL.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

MARCH TERM, 2019
NO. 3355

**MEMORANDUM OF LAW IN SUPPORT OF THE JOINDER OF DEFENDANTS, 4200
ROOSEVELT, LLC AND 4200 ROSE HOSPITALITY, LLC D/B/A DAYS INN, IN THE
PRELIMINARY OBJECTIONS OF DEFENDANTS, ROOSEVELT INN LLC D/B/A
ROOSEVELT INN, ROOSEVELT MOTOR INN, AND UFVS MANAGEMENT
COMPANY, LLC**

I. MATTER BEFORE THE COURT

In support of their Joinder in the Preliminary Objections of defendants, Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, and UFVS Management Company, LLC (hereafter collectively referred to as “Co-defendants”), defendants, 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn (hereafter collectively referred to as “the Days Inn”) hereby submit this Memorandum of Law.

II. QUESTIONS PRESENTED

1. Should all claims for punitive damages against the Days Inn be dismissed with prejudice, for the reasons set forth in the Preliminary Objections of Co-defendants?

Proposed Answer: Yes.

2. Should paragraphs 48, 50, 52-67 be stricken from the Complaint, for the reasons set forth in the Preliminary Objections of Co-defendants?

Proposed Answer: Yes.

III. FACTS

The Days Inn hereby incorporates and asserts the pertinent facts contained in Co-defendants' Memorandum of Law in support of their Preliminary Objections to plaintiff's Complaint.

IV. LEGAL ARGUMENT

The Days Inn hereby incorporates and asserts the arguments contained in Co-defendants' Memorandum of Law in support of their Preliminary Objections. The arguments set forth therein equally apply to the Days Inn.

V. CONCLUSION

For the reasons set forth in the Preliminary Objections of Co-defendants, incorporated herein by the Days Inn, the Days Inn respectfully requests that its Joinder in Co-defendants' Preliminary Objections be sustained.

MCCORMICK & PRIORE, P.C.

BY: /s/ Philip D. Priore
Philip D. Priore, Esquire
Brian J. Callahan, Esquire
Attorney for Defendants,
4200 Roosevelt, LLC and 4200 Rose
Hospitality, LLC d/b/a Days Inn

Dated: 5/7/19

McCORMICK & PRIORE, P.C.

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4200 Roosevelt LLC and
4200 Rose Hospitality LLC
d/b/a Days Inn

C.A.

vs.

ROOSEVELT INN LLC, ET AL.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

MARCH TERM, 2019
NO. 3355

CERTIFICATE OF SERVICE

I, Philip D. Priore, Esquire, hereby certify that on this 7th day of May, 2019, I caused to be served a true and correct copy of the foregoing Joinder in Preliminary Objections, via electronic service and/or first class U.S. First Class mail, postage prepaid, to the following:

Thomas R. Kline, Esquire
Nadeem A. Bezar, Esquire
Emily B. Marks, Esquire
Kyle B. Nocho, Esquire
Kline & Specter, P.C.
1525 Locust Street
Philadelphia, PA 19102
Attorney for Plaintiffs

Daniel E. Oberdick, Jr., Esquire
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18th & Cherry Streets
One Logan Square, 4th Floor
Philadelphia, PA 19103

Attorneys for UFVS Management Company, LLC, Roosevelt Motor Inn Inc. and Roosevelt Inn LLC

/s/Philip D. Priore

Philip D. Priore, Esquire

EXHIBIT “A”

C.A.,

Plaintiff

v.

ROOSEVELT INN LLC
d/b/a ROOSEVELT INN, et al.,

Defendants.

: COURT OF COMMON PLEAS
: PHILADELPHIA COUNTY
: CIVIL TRIAL DIVISION
: MARCH TERM, 2019
: NO. 3355
: JURY TRIAL DEMANDED



ORDER

AND NOW, this ____ day of _____, 2019, upon consideration of Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's Preliminary Objections to Plaintiff's Complaint, and any response thereto, it is hereby ORDERED and DECREED that said Preliminary Objections are sustained in their entirety. It is FURTHER ORDERED:

1. Plaintiff's demand for punitive damages is stricken; and
2. Paragraphs 48, 50, 52 – 67 are dismissed for lack of specificity.

BY THE COURT:

J.

BLANK ROME LLP

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*Attorneys for Defendants,
Roosevelt Inn LLC d/b/a Roosevelt Inn
Roosevelt Motor Inn, Inc. and
UFVS Management Company, LLC*

/s Grant S. Palmer

You are hereby notified to file a written response to Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's Preliminary Objections to Plaintiff's Complaint within twenty (20) days of service hereof or a judgment may be entered against you.

C.A.,

Plaintiff

v.

ROOSEVELT INN LLC
d/b/a ROOSEVELT INN, et al.,

Defendants.

: COURT OF COMMON PLEAS
: PHILADELPHIA COUNTY
:
: CIVIL TRIAL DIVISION
:
: MARCH TERM, 2019
: NO. 3355
:
: JURY TRIAL DEMANDED
:

**DEFENDANTS ROOSEVELT INN LLC, ET AL.'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S COMPLAINT**

Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC (the "Roosevelt Defendants"), by their undersigned counsel, hereby file the instant Preliminary Objections to Plaintiff C.A.'s ("Plaintiff") Complaint.

A. Factual and Procedural Background

1. Plaintiff C.A. ("Plaintiff") alleges that from 2012 – 2013, she was the victim of underage human sex trafficking, having been trafficked at various hotels throughout Philadelphia.

2. Plaintiff commenced this civil action on March 27, 2019 asserting negligence claims related to her allegations of underage human sex trafficking against the Roosevelt Defendants, as well as Defendants 4200 Roosevelt LLC, 4200 Rose Hospitality LLC, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, Wyndham Hotel Management, Inc., North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management Services. *See* Plaintiff's Complaint attached as Exhibit "A."

3. Plaintiff's Complaint, which indiscriminately lumps all the hotel defendants together without any specificity whatsoever, alleges that the Roosevelt Defendants had actual or constructive knowledge that human trafficking was occurring on their premises and that they failed to report or otherwise stop Plaintiff from being trafficked. *Id.* at ¶90.

4. In three separate Counts (Counts I, IV and VII), Plaintiff claims that the Roosevelt Defendants, individually and through their agents, acted in an outrageous and reckless manner, warranting the imposition of punitive damages.

5. However, Plaintiff's Complaint does not contain the factual specificity required by Pennsylvania law to place the Roosevelt Defendants on notice of the claims Plaintiff has asserted.

6. For these reasons, the Roosevelt Defendants file the instant Preliminary Objections seeking dismissal of Plaintiff's legally insufficient allegations.

7. Pa.R.Civ.P. 1028 permits a party to file preliminary objections for: (1) a pleading's failure to conform to law or rule of court; (2) insufficient specificity in a pleading; and (3) legal insufficiency of a pleading. *See* Pa.R.Civ.P. 1028(a) *et. seq.* Preliminary objections are properly granted when the pleadings are legally insufficient for one or more of the reasons

enumerated in Pa.R.Civ.P. 1028(a). *See Baker v. Cambridge Chase, Inc.*, 725 A.2d 757, 764 (Pa. Super. 1999).

8. Instantly, Plaintiff's claims for punitive damages and non-specific allegations that fail to distinguish between the actions of the various hotel defendants must be stricken.

B. Preliminary Objection to Strike Plaintiff's Demands for Punitive Damages Pursuant to Pa.R.Civ.P. 1028(a)(2) and Pa.R.Civ.P. 1028(a)(4)

9. The *ad damnum* clauses in Counts I, IV, and VII of the Complaint seek punitive damages from the Roosevelt Defendants without alleging conduct sufficient to support Plaintiff's claims.

10. Under Pennsylvania law, a Plaintiff must support a demand for punitive damages by alleging specific conduct that is outrageous in nature and that demonstrates intentional, willful, wanton or reckless behavior. *Pittsburgh Outdoor Adv. Co. v. Virginia Manor Apts., Inc.*, 260 A.2d 801 (Pa. 1970); *see also SHV Coal v. Continental Grain*, 587 A.2d 702 (Pa. 1991).

11. Plaintiff's allegations of "recklessness" throughout the Complaint are insufficient because Plaintiff fails to allege anything other than inadvertent or careless conduct which amounts to nothing more than mere negligence. *See* Complaint, Exhibit "A."

12. While "recklessness" may be generally averred pursuant to Pa.R.Civ.P. 1019, the Complaint alleges only that Roosevelt Defendants "had a duty to take precautions against reasonably anticipated criminal conduct by third parties" and that the Roosevelt Defendants breached that duty by failing to protect Plaintiff because the Roosevelt Defendants "knew or should have known, that adults working as sex traffickers were causing ... Plaintiff ... to be sexually exploited[.] *See, e.g., id.* at ¶¶ 105; 106; 108.

13. Plaintiff's allegations amount to nothing more than claims of simple negligence because they fail to suggest the evil motive or reckless indifference needed to factually support a claim for punitive damages.

14. Pennsylvania law is clear that allegations of negligent or even grossly negligent conduct are insufficient to support a claim for punitive damages. *Feld v. Merrian*, 485 A.2d 742 (Pa. 1984); *see also Schock v. T.J. Care, Inc.*, 65 Pa. D.&C. 4th 517 (CCP Fayette Co. 2004).

15. Plaintiff's Complaint alleges no facts to support that the Roosevelt Defendants acted outrageously, with indifference or conscious disregard, or with a motive toward the Plaintiff, which is required to support an award of punitive damages.

16. It is therefore respectfully requested that the Court strike Plaintiff's punitive damage claims.

C. Preliminary Objection to Strike Plaintiffs' Allegations for Lack of Specificity Pursuant to Pa.R.Civ.P. 1028(a)(2) and 1028(a)(3)

17. Plaintiff's Complaint is also deficient for failing to set forth allegations with the specificity required by Pennsylvania law. Pa.R.Civ.P 1019(a) provides that "[t]he material facts on which a cause of action or defense is based shall be stated in a concise and summary form."

18. Further, the Pennsylvania Supreme Court has recognized that bald, conclusory allegations that a defendant was "otherwise negligent," or some similarly vague, indefinite and non-specific allegation is objectionable on its face and a defendant may move to strike such insufficient statements. *See Connor v. Allegheny General Hospital*, 461 A.2d 600 fn. 3 (Pa. Super. 1983).

19. Pennsylvania law is clear that "[a] complaint must not only give the defendant notice of what the plaintiffs' claim is and the grounds upon which it rests, but it must also formulate the issues by summarizing those facts essential to support the claim." *Alpha Tau*

Omega Fraternity v. University of Pennsylvania, 464 A.2d 1349, 1352 (Pa. Super. 1983) (citations omitted); *see also Cassell v. Shellenberger*, 514 A.2d 163, 165 (Pa. Super. 1986). Plaintiff's Complaint fails this basic standard.

20. Numerous allegations in Plaintiffs' Complaint lack the specificity required to place the Roosevelt Defendants on notice of what Plaintiff's claims are and upon what grounds she bases those claims and instead repeatedly lumps the hotel defendants together throughout her Complaint.

21. Specifically, throughout eighteen (18) separate averments, Plaintiff ascribes the exact same actions and course of conduct to all the hotel defendants and fails to allege facts specific to any one hotel defendant. *See, e.g.* Exhibit "A" at ¶¶ 53; 55. (claiming "Plaintiff engaged in numerous sex act 'dates' per day at the Roosevelt Inn, the Days Inn, or the North American Motor Inns" and stating that "[t]he hotel rooms where Plaintiff engaged in commercial sex acts contained used condoms and condom wrappers and the room frequently smelled of marijuana").

22. In other instances, Plaintiff appears to concede that certain allegations do not apply to every hotel. *See, e.g., id.* at ¶ 57 (by alleging "[h]ousekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inns had conversations with Plaintiff and had knowledge that Plaintiff was staying at the Roosevelt Inn to engage in commercial sex acts" Plaintiff seems to suggest that she was not trafficked at the Days Inn and North American Motor Inns, despite the plethora of allegations that suggest otherwise).

23. Ultimately, Paragraphs 48, 50, 52 – 67 of Plaintiff's Complaint fails to set forth facts particular to any one of the individual hotel defendants.

24. Instead, Plaintiff asks the Roosevelt Defendants to respond to overbroad, generalized allegations collectively asserted against all hotel defendants without providing material facts upon which Plaintiff's cause of action against the Roosevelt Defendants is based, in violation of Pennsylvania law. *Alpha Tau Omega Fraternity v. University of Pennsylvania*, 464 A.2d 1349, 1352 (Pa. Super. 1983) (citations omitted); *see also Cassell v. Shellenberger*, 514 A.2d 163, 165 (Pa. Super. 1986).

25. Plaintiff's allegations in the aforementioned paragraphs are therefore insufficiently pled and must be stricken pursuant to Pa.R.C.P. 1028(a)(2) and (3) and applicable case law.

WHEREFORE, Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC respectfully request that this Honorable Court sustain their Preliminary Objections and enter the attached Order.

Respectfully Submitted,

BLANK ROME LLP

/s/ Grant S. Palmer

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James J. Quinlan (PA ID# 200944)
Daniel E. Oberdick (PA ID# 309767)
BLANK ROME LLP
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Dated: April 15, 2019

BLANK ROME LLP

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*Attorneys for Defendants,
Roosevelt Inn LLC d/b/a Roosevelt Inn
Roosevelt Motor Inn, Inc. and
UFVS Management Company, LLC*

/s Grant S. Palmer

*You are hereby notified to file a written response
to Defendants Roosevelt Inn LLC d/b/a Roosevelt
Inn Roosevelt Motor Inn, Inc., and UFVS
Management Company, LLC's Preliminary
Objections to Plaintiff's Complaint within twenty
(20) days of service hereof or a judgment may be
entered against you.*

C.A.,

Plaintiff

v.

ROOSEVELT INN LLC
d/b/a ROOSEVELT INN, et al.,

Defendants.

: COURT OF COMMON PLEAS
: PHILADELPHIA COUNTY
:
: CIVIL TRIAL DIVISION
:
: MARCH TERM, 2019
: NO. 3355
:
: JURY TRIAL DEMANDED
:

**DEFENDANTS ROOSEVELT INN LLC, ET AL.'S MEMORANDUM OF LAW
IN SUPPORT OF THEIR PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT**

Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc., and
UFVS Management Company, LLC's (the "Roosevelt Defendants"), by their undersigned
counsel, hereby submit this Memorandum of Law in Support of their Preliminary Objections to
Plaintiff's Complaint.

I. MATTER BEFORE THE COURT

The matter before the Court is the Roosevelt Defendants' Preliminary Objections to strike Plaintiff's demand for punitive damages and to strike paragraphs 48, 50, 52 – 67 for lack of specificity.

II. FACTUAL AND PROCEDURAL BACKGROUND

Plaintiff C.A. ("Plaintiff") alleges from 2012 – 2013, she was the victim of underage human sex trafficking, having been trafficked at various hotels throughout Philadelphia. Plaintiff commenced this civil action on March 27, 2019 asserting negligence claims related to her allegations of underage human sex trafficking against the Roosevelt Defendants, as well as Defendants 4200 Roosevelt LLC, 4200 Rose Hospitality LLC, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, Wyndham Hotel Management, Inc., North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management Services. *See* Plaintiff's Complaint attached as Exhibit "A."

Plaintiff's Complaint, which indiscriminately lumps all the hotel defendants together without any specificity whatsoever, alleges that the Roosevelt Defendants had actual or constructive knowledge that human trafficking was occurring on their premises and that they failed to report or otherwise stop Plaintiff from being trafficked. *Id.* at ¶90. In three separate Counts (Counts I, IV and VII), Plaintiff claims that the Roosevelt Defendants, individually and through their agents, acted in an outrageous and reckless manner, warranting the imposition of punitive damages. However, Plaintiff's Complaint does not contain the factual specificity required by Pennsylvania law to place the Roosevelt Defendants on notice of the claims Plaintiff has asserted. For these reasons, The Roosevelt Defendants file the instant Preliminary Objections seeking dismissal of Plaintiff's legally insufficient allegations.

III. QUESTION INVOLVED

1. Should Plaintiff's punitive damage claims be stricken where such claims are prejudicial, vague, non-factual and conclusory?

SUGGESTED ANSWER: Yes

2. Should Plaintiff's insufficiently specific allegations be dismissed where said allegations indiscriminately lump all the hotel defendants together such that the Roosevelt Defendants are unable to determine what Plaintiff's claims are?

SUGGESTED ANSWER: Yes

IV. ARGUMENT

A. Standard

A party must formulate the issues in a case by summarizing the facts necessary to support his or her claims in a concise manner. *See* Pa.R.Civ.P. 1019(a). However, a Complaint will only satisfy Pennsylvania's stringent fact pleading requirements when the Complaint (1) contains averments of all facts the plaintiff must prove in order to recover and, (2) is sufficiently specific so as to enable the party served with the Complaint to prepare a defense. *See, e.g.,* Pa.R.Civ.P. 1019(a); *Commonwealth Dep't of Transp. V. Shipley Humble Oil Co.*, 370 A.2d 438 (Pa. Commw. 1977); *General State Authority v. Sutter Corp.*, 256 A.2d 377 (Pa. Commw. 1976). The sufficiency of a Complaint is governed by the facts alleged therein and the Plaintiff is not relieved of her duty to plead material facts simply because the adverse party has knowledge of those facts. *See Gross v. United Engineers and Constructors*, 302 A.2d 413 (Pa. Super. 1973).

Pa.R.Civ.P. 1028 permits a party to file preliminary objections for: (1) a pleading's failure to conform to law or rule of court; (2) insufficient specificity in a pleading; and (3) legal insufficiency of a pleading. *See* Pa.R.Civ.P. 1028(a) *et. seq.* Preliminary objections are properly

granted when the pleadings are legally insufficient for one or more of the reasons enumerated in Pa.R.Civ.P. 1028(a). *See Baker v. Cambridge Chase, Inc.*, 725 A.2d 757, 764 (Pa. Super. 1999).

Instantly, Plaintiff's claims for punitive damages and non-specific allegations that fail to distinguish between the actions of the various hotel defendants must be stricken.

B. Preliminary Objection to Strike Plaintiff's Demands for Punitive Damages Pursuant to Pa.R.Civ.P. 1028(a)(2) and Pa.R.Civ.P. 1028(a)(4)

The *ad damnum* clauses in Counts I, IV, and VII of the Complaint seek punitive damages from the Roosevelt Defendants without alleging conduct sufficient to support Plaintiff's claims. Under Pennsylvania law, a Plaintiff must support a demand for punitive damages by alleging specific conduct that is outrageous in nature and that demonstrates intentional, willful, wanton or reckless behavior. *Pittsburgh Outdoor Adv. Co. v. Virginia Manor Apts., Inc.*, 260 A.2d 801 (Pa. 1970); *see also SHV Coal v. Continental Grain*, 587 A.2d 702 (Pa. 1991). Plaintiff's allegations of "recklessness" throughout the Complaint are insufficient because Plaintiff fails to allege anything other than inadvertent or careless conduct which amounts to nothing more than mere negligence. *See* Complaint, Exhibit "A."

While "recklessness" may be generally averred pursuant to Pa.R.Civ.P. 1019, the Complaint alleges only that Roosevelt Defendants "had a duty to take precautions against reasonably anticipated criminal conduct by third parties" and that the Roosevelt Defendants breached that duty by failing to protect Plaintiff because the Roosevelt Defendants "knew or should have known, that adults working as sex traffickers were causing ... Plaintiff ... to be sexually exploited[.] *See, e.g., id.* at ¶¶ 105; 106; 108. Plaintiff's allegations amount to nothing more than claims of simple negligence because they fail to suggest the evil motive or reckless indifference needed to factually support a claim for punitive damages. Pennsylvania law is clear that allegations of negligent or even grossly negligent conduct are insufficient to support a claim

for punitive damages. *Feld v. Merrian*, 485 A.2d 742 (Pa. 1984); *see also Schock v. T.J. Care, Inc.*, 65 Pa. D.&C. 4th 517 (CCP Fayette Co. 2004).

Plaintiff's Complaint alleges no facts to support that the Roosevelt Defendants acted outrageously, with indifference or conscious disregard, or with a motive toward the Plaintiff, which is required to support an award of punitive damages. It is therefore respectfully requested that the Court strike Plaintiff's punitive damage claims.

C. Preliminary Objection to Strike Plaintiffs' Allegations for Lack of Specificity Pursuant to Pa.R.Civ.P. 1028(a)(2) and 1028(a)(3)

Plaintiff's Complaint is also deficient for failing to set forth allegations with the specificity required by Pennsylvania law. Pa.R.Civ.P 1019(a) provides that "[t]he material facts on which a cause of action or defense is based shall be stated in a concise and summary form." Further, the Pennsylvania Supreme Court has recognized that bald, conclusory allegations that a defendant was "otherwise negligent," or some similarly vague, indefinite and non-specific allegation is objectionable on its face and a defendant may move to strike such insufficient statements. *See Connor v. Allegheny General Hospital*, 461 A.2d 600 fn. 3 (Pa. Super. 1983). Pennsylvania law is clear that "[a] complaint must not only give the defendant notice of what the plaintiffs' claim is and the grounds upon which it rests, but it must also formulate the issues by summarizing those facts essential to support the claim." *Alpha Tau Omega Fraternity v. University of Pennsylvania*, 464 A.2d 1349, 1352 (Pa. Super. 1983) (citations omitted); *see also Cassell v. Shellenberger*, 514 A.2d 163, 165 (Pa. Super. 1986). Plaintiff's Complaint fails this basic standard.

Numerous allegations in Plaintiffs' Complaint lack the specificity required to place the Roosevelt Defendants on notice of what Plaintiff's claims are and upon what grounds she bases those claims, and instead repeatedly lumps the hotel defendants together throughout her

Complaint. Specifically, throughout eighteen (18) separate averments, Plaintiff ascribes the exact same actions and course of conduct to all the hotel defendants and fails to allege facts specific to any one hotel defendant. *See, e.g.* Exhibit “A” at ¶¶ 53; 55. (claiming “Plaintiff engaged in numerous sex act ‘dates’ per day at the Roosevelt Inn, the Days Inn, or the North American Motor Inns” and stating that “[t]he hotel rooms where Plaintiff engaged in commercial sex acts contained used condoms and condom wrappers and the room frequently smelled of marijuana”).

In other instances, Plaintiff appears to concede that certain allegations do not apply to every hotel. *See, e.g., id.* at ¶ 57 (by alleging “[h]ousekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inns had conversations with Plaintiff and had knowledge that Plaintiff was staying at the Roosevelt Inn to engage in commercial sex acts” Plaintiff seems to suggest that she was not trafficked at the Days Inn and North American Motor Inns, despite the plethora of allegations that suggest otherwise). Ultimately, Paragraphs 48, 50, 52 – 67 of Plaintiff’s Complaint fails to set forth facts particular to any one of the individual hotel defendants. Instead, Plaintiff asks the Roosevelt Defendants to respond to overbroad, generalized allegations collectively asserted against all hotel defendants without providing material facts upon which Plaintiff’s cause of action against the Roosevelt Defendants is based, in violation of Pennsylvania law. *Alpha Tau Omega Fraternity v. University of Pennsylvania*, 464 A.2d 1349, 1352 (Pa. Super. 1983) (citations omitted); *see also Cassell v. Shellenberger*, 514 A.2d 163, 165 (Pa. Super. 1986). Plaintiff’s allegations in the aforementioned paragraphs are therefore insufficiently pled and must be stricken pursuant to Pa.R.C.P. 1028(a)(2) and (3) and applicable case law.

V. **RELIEF REQUESTED**

The Roosevelt Defendants respectfully request that this Court sustain their Preliminary Objections and enter the proposed order.

Respectfully Submitted,

BLANK ROME LLP

/s/ Grant S. Palmer

Grant S. Palmer (PA ID# 57686)

James J. Quinlan (PA ID# 200944)

Daniel E. Oberdick (PA ID# 309767)

BLANK ROME LLP

One Logan Square

130 N. 18th Street

Philadelphia, PA 19103

(215) 569-5500

Dated: April 15, 2019

Exhibit A

03/28/2019 9:59AM FAX

0001/0047

KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
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Attorneys for Plaintiff C.A.

Filed and Accepted by the
 Office of the Clerk of the Court
 27 APR 2019 10:00 am



C.A.

c/o Kline & Specter, P.C.
 1525 Locust Street
 Philadelphia, PA 19102

Plaintiff,

v.

ROOSEVELT INN LLC and
 ROOSEVELT INN LLC d/b/a/
 ROOSEVELT INN
 7630 Roosevelt Boulevard
 Philadelphia, PA 19152

and

ROOSEVELT MOTOR INN, INC.
 7630 Roosevelt Boulevard
 Philadelphia, PA 19152

and

UFVS MANAGEMENT COMPANY, LLC
 287 Bowman Avenue
 Purchase, NY 10577

and

4200 ROOSEVELT LLC and
 4200 ROOSEVELT LLC d/b/a/
 DAYS INN
 4200 Roosevelt Boulevard
 Philadelphia, PA 19124

and

4200 ROSE HOSPITALITY LLC and
 4200 ROSE HOSPITALITY d/b/a/
 DAYS INN
 4200 Roosevelt Boulevard
 Philadelphia, PA 19124

PHILADELPHIA COUNTY
 COURT OF COMMON PLEAS

CIVIL TRIAL DIVISION
 FEBRUARY TERM, 2019
 NO.:

JURY TRIAL DEMANDED

Case ID: 190303355

Case ID: 190303355
 Control No.: 19041986

Case ID: 190303355
 Control No.: 19041986

03/28/2019 9:59AM FAX

0002/0047

and

DAYS INN
4200 Roosevelt Boulevard
Philadelphia PA 19124

and

SURATI MANAGEMENT GROUP
121 Drow Drive
Langhorne, PA 19053

and

DAYS INN BY WYNDHAM d/b/a DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

WYNDHAM WORLDWIDE CORPORATION
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL GROUP, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTELS AND RESORTS, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL MANAGEMENT, INC.
22 Sylvan Way
Parsippany, NJ 07054

and

NORTH AMERICAN MOTOR INNS, INC. d/b/a
NORTH AMERICAN MOTOR INNS
4444 City Avenue
Philadelphia, Pennsylvania 19131

Case ID: 190303355

Case ID: 190303355
Control No.: 19041986

Case ID: 190303355
Control No.: 19041986

03/28/2018 8:58AM FAX

0003/0047

and

RAMARA, INC.
1003 Spruce Street
Philadelphia, PA 19107

and

ASHOKA INVESTMENTS & MANAGEMENT
SERVICES
27 A Iris Avenue
San Francisco, CA 94118

*Defendants***NOTICE TO DEFEND****NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR
LAWYER AT ONCE. IF YOU DO NOT HAVE A
LAWYER (OR CANNOT AFFORD ONE), GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW TO
FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**THIS OFFICE CAN PROVIDE YOU WITH
INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A
LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE
YOU WITH INFORMATION ABOUT AGENCIES
THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE
PERSONS AT A REDUCED FEE OR NO FEE.**

**LAWYERS REFERENCE SERVICE
One Reading Center
Philadelphia, PA 19107
(215) 238-6333
TTY (215) 451-6197**

AVISO

Le han demandado en corte. Si usted quiere defenderse contra las demandas nombradas en las páginas siguientes, tiene veinte (20) días a partir de recibir esta demanda y notificación para entablar personalmente o por un abogado una comparecencia escrita y también para entablar con la corte en forma escrita sus defensas y objeciones a las demandas contra usted. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

**USTED DEBE LLEVAR ESTE DOCUMENTO
A SU ABOGADO INMEDIATAMENTE. SI USTED NO
TIENE ABOGADO (O NO TIENE DINERO
SUFICIENTE PARA PAGAR A UN ABOGADO), VAYA
EN PERSONA O LLAME POR TELÉFONO LA
OFICINA NOMBRADA ABAJO PARA AVERIGUAR
DONDE SE PUEDE CONSEGUIR ASISTENCIA
LEGAL. ESTA OFICINA PUEDE PROPORCIONARLE
LA INFORMACIÓN SOBRE CONTRATAR A UN
ABOGADO.**

**SI USTED NO TIENE DINERO SUFICIENTE
PARA PAGAR A UN ABOGADO, ESTA OFICINA
PUEDE PROPORCIONARLE INFORMACIÓN SOBRE
AGENCIAS QUE OFRECEN SERVICIOS LEGALES A
PERSONAS QUE CUMPLEN LOS REQUISITOS PARA
UN HONORARIO REDUCIDO O NINGUN
HONORARIO.**

**SERVICIO de REFERENCIA LEGAL
One Reading Center
Philadelphia, PA 19107
Teléfono: (215) 238-6333
TTY (215) 451-6197**

Case ID: 190303355

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Control No.: 19041986

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Control No.: 19041986

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KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
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1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff C.A.

C.A.
 c/o Kline & Specter, P.C.
 1525 Locust Street
 Philadelphia, PA 19102

Plaintiff,

v.

ROOSEVELT INN LLC and
 ROOSEVELT INN LLC d/b/a/
 ROOSEVELT INN
 7630 Roosevelt Boulevard
 Philadelphia, PA 19152

and

ROOSEVELT MOTOR INN, INC.
 7630 Roosevelt Boulevard
 Philadelphia, PA 19152

and

UFVS MANAGEMENT COMPANY, LLC
 287 Bowman Avenue
 Purchase, NY 10577

and

4200 ROOSEVELT LLC and
 4200 ROOSEVELT LLC d/b/a/
 DAYS INN
 4200 Roosevelt Boulevard
 Philadelphia, PA 19124

and

PHILADELPHIA COUNTY
 COURT OF COMMON PLEAS

CIVIL TRIAL DIVISION
 FEBRUARY TERM, 2019
 NO.:

JURY TRIAL DEMANDED

Case ID: 190303355

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03/28/2019 10:00AM FAX

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4200 ROSE HOSPITALITY LLC and
4200 ROSE HOSPITALITY d/b/a
DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

SURATI MANAGEMENT GROUP
121 Drew Drive
Langhorne, PA 19053

and

DAYS INN BY WYNDHAM d/b/a
DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

WYNDHAM WORLDWIDE CORPORATION
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL GROUP, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTELS AND RESORTS, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

03/28/2019 10:00AM FAX

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WYNDHAM HOTEL MANAGEMENT, INC.
 22 Sylvan Way
 Parsippany, NJ 07054

and

NORTH AMERICAN MOTOR INNS, INC. d/b/a
 NORTH AMERICAN MOTOR INNS
 4444 City Avenue
 Philadelphia, Pennsylvania 19131

and

RAMARA, INC.
 1003 Spruce Street
 Philadelphia, PA 19107

and

ASHOKA INVESTMENTS & MANAGEMENT
 SERVICES
 27 A Iris Avenue
 San Francisco, CA 94118

Defendants

COMPLAINT

PRELIMINARY STATEMENT

1. Human sex trafficking is a form of modern-day slavery that exists throughout the United States.
2. Human trafficking is a global multi-billion dollar enterprise that affects nearly every single country.
3. Women and girls are disproportionately affected by human sex trafficking and account for the vast majority of victims in commercial sex trafficking.
4. Globally, there are approximately 5 million people trapped in forced sexual exploitation. It is a form of evil in the abuse and exploitation of the most innocent and vulnerable.

03/28/2019 10:00AM FAX

0007/0047

5. The hospitality industry, and hotels specifically, owe a duty to provide a safe premise for their guests and must protect them against reasonably anticipated conduct.

6. Hotels and motels are frequented for both sex and labor trafficking business operations.

7. The National Human Trafficking Hotline recorded 3,596 cases of human trafficking involving a hotel or motel from 2007 through 2017.

THE PARTIES

8. Plaintiff, C.A. was born on May 1, 1996 and is one of the thousands of victims of human trafficking and being victimized in hotels / motels across the United States.

9. From 2012 through 2013, Plaintiff was exploited as a minor by commercial sex traffickers who financially benefitted from her exploitation. Plaintiff resides in Philadelphia County, Pennsylvania. Plaintiff can be contacted through her counsel, Thomas R. Kline, Esquire, Nadeem A. Bezar, Esquire, Emily B. Marks, Esquire, and Kyle B. Nocho, Esquire of Kline & Specter, P.C., 1525 Locust Street, Philadelphia, Pennsylvania 19102.

10. Plaintiff's name and address are not contained in this Complaint to protect the privacy and identity of Plaintiff who incurred injuries and damages when she was a minor.

11. Defendant Roosevelt Inn LLC is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania with a principal business address located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152. At all material times hereto, Defendant Roosevelt Inn LLC owned, operated or managed the Roosevelt Inn located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152 [hereinafter "Roosevelt Inn"].

12. Defendant Roosevelt Motor Inn, Inc. [hereinafter referred to as "Roosevelt Motor Inn"] is a corporation duly organized and existing under the laws of the Commonwealth of

03/28/2019 10:00AM FAX

0008/0047

Pennsylvania with a principal business address located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152. At all material times hereto, Defendant Roosevelt Motor Inn, Inc. owned, operated or managed the Roosevelt Inn.

13. Defendant UFVS Management Company, LLC, is a limited liability company duly organized and existing under the laws of the State of New York. At all material times hereto, Defendant UFVS Management Company, LLC owned, operated and/or managed the Roosevelt Inn. Defendant UFVS Management Company, LLC oversees the operation of the Roosevelt Inn including the hiring of employees.

14. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, and UFVS Management Company, LLC were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the Roosevelt Inn. Accordingly, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, and UFVS Management Company, LLC are liable for the acts and/or omissions of their agents, servants and/or employees under the theories of agency, master servant, respondeat superior and/or right of control.

15. Defendant 4200 Roosevelt LLC and 4200 Roosevelt LLC d/b/a Days Inn [hereinafter referred to as "4200 Roosevelt"] is a limited liability company duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant 4200 Roosevelt LLC owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124 [hereinafter "Days Inn"].

16. Defendant 4200 Rose Hospitality, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn [hereinafter referred to as "Rose Hospitality"] is a limited liability company duly organized

03/28/2018 10:00AM FAX

0009/0047

and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant 4200 Rose Hospitality, owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124.

17. Defendant Days Inn is a company duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant Days Inn owned operated and/or managed the Days Inn.

18. Defendant Surati Management Group is a company duly organized and existing under the laws under the Commonwealth of Pennsylvania with a principal business address located at 121 Drew Lane, Langhorne, PA 19053. At all material times hereto, Defendant Surati Management Group owned, operated and/or managed the Days Inn.

19. Defendant Days Inns d/b/a Days Inn by Wyndham [hereinafter referred to as "Days Inn by Wyndham"] is a company duly organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124. At all material times hereto, Defendant Days Inn d/b/a Days Inn by Wyndham owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124.

20. Defendant Wyndham Worldwide Corporation is a corporation duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Worldwide Corporation owned, operated or managed the Days Inn.

21. Defendant Wyndham Hotel Group, LLC is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant

03/28/2019 10:00AM FAX

0010/0047

Wyndham Hotel Group, LLC owned, operated or managed the Days Inn.

22. Defendant Wyndham Hotels and Resorts, LLC is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Hotels and Resorts, LLC owned, operated or managed the Days Inn.

23. Defendant Wyndham Hotel Management, Inc. is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Hotel Management, Inc. owned, operated or managed the Days Inn.

24. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. made up a corporate structure that consisted of parent entities, parent corporations, associated or affiliated corporations, member corporations and/or subsidiary corporations.

25. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the Days Inn. Accordingly, Defendants 4200 Roosevelt LLC, 4200 Rose Hospitality Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. are liable for the acts and/or omissions of their

03/28/2019 10:00AM FAX

0011/0047

agents, servants and/or employees under the theories of agency, master servant, respondeat superior and/or right of control.

26. Defendant North American Motor Inns, Inc. d/b/a North American Motor Inns [hereinafter referred to as "North American Motor Inns"] is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant North American Motor Inns, Inc. owned, operated or managed the North American Motor Inns located at 4444 City Avenue, Philadelphia, PA 19137.

27. Defendant Ramara, Inc. is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 1003 Spruce Street, Philadelphia PA 19107. At all material times hereto, Defendant Ramara, Inc. owned, operated and/or managed the North American Motor Inns.

28. Defendant Ashoka Investment & Management Services is a company duly organized and existing under the laws of the State of California with a principal place of business located at 27 A. Iris Avenue, San Francisco, CA 94118. At all material times hereto, Ashoka Investment & Management Services owned, operated and/or managed the North American Motor Inns.

29. Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the North American Motor Inns. Accordingly, Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management are liable for the acts and/or omissions of their agents, servants and/or employees

03/28/2019 10:00AM FAX

0012/0047

under the theories of agency, master servant, respondeat superior and/or right of control.

30. Venue is appropriate in this case because all the Defendants regularly conduct business in Philadelphia County.

31. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Roosevelt Inn where they worked.

32. At all times material hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Days Inn where they worked.

33. At all material times hereto, North American Motor Inns, Inc, Ramara, Inc. and Ashoka Investment & Management individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the North American Motor Inns where they worked.

34. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the Roosevelt Inn and instead permitted heinous and unspeakable acts to occur.

35. At all material times hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation,

03/28/2018 10:01AM FAX

0013/0047

Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the Days Inn and instead permitted heinous and unspeakable acts to occur.

36. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the North American Motor Inns and instead permitted heinous and unspeakable acts to occur.

37. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the Roosevelt Inn.

38. At all times material hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the Days Inn.

39. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the North American Motor Inns.

40. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, rented rooms to sex traffickers financially

03/28/2019 10:01AM FAX

0014/0047

benefiting from the commercial sex acts occurring on the premises of the Roosevelt Inn.

41. At all material times hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. rented rooms to sex traffickers financially benefiting from the commercial sex acts occurring on the premises of the Days Inn.

42. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services rented rooms to sex traffickers financially benefiting from the commercial sex acts occurring on the premises of the North American Motor Inns.

OPERATIVE FACTS

43. Pennsylvania has long held that hotel and motel owners are liable for the reasonably anticipated harm that may occur to their guests from third persons. *Moran v. Valley Forge Drive-In Theater, Inc.*, 246 A.2d 875, 879 (Pa. 1968)

44. This principle has been reinforced in more modern Pennsylvania cases. *See Rabutino, Admin. of the Estate of William Impaglizzo v. Freedom State Realty Co., Inc., et al.*, 809 A.2d 933, 942 (Pa. Super. 2002) (holding that owner and operator of hotel owed a duty of care to 19-year-old who was shot and killed during party inside room because such conduct was a reasonably anticipated event).

45. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the Roosevelt Inn to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

03/28/2018 10:01AM FAX

0015/0047

46. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the Days Inn to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

47. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the North American Motor Inns to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

48. Beginning in 2012, Plaintiff was recruited, enticed, solicited, harbored and/or transported to engage in commercial sex acts by sex traffickers at the Roosevelt Inn, the Days Inn, and the North American Motor Inns on a regular, consistent and/or repeated basis.

49. Plaintiff's traffickers put up internet advertisements for the purpose of prostituting Plaintiff.

50. These advertisements often included both the name and address of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

51. The advertisements included a fake name for Plaintiff and a phone number to call.

52. During the phone call, sex for cash was negotiated and the caller "John" would be informed that Plaintiff was at the Roosevelt Inn, the Days Inn, or the North American Motor Inns.

53. Plaintiff engaged in numerous commercial sex act "dates" per day at the Roosevelt Inn, the Days Inn, or the North American Motor Inns.

03/28/2018 10:01AM FAX

0018/0047

54. Plaintiff's traffickers would remain on the premises of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

55. The hotel rooms where Plaintiff engaged in commercial sex acts contained used condoms and condom wrappers and the room frequently smelled of marijuana.

56. Plaintiff was accompanied by men while on the premises of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

57. Housekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inns had conversations with Plaintiff and had knowledge that Plaintiff was staying at the Roosevelt Inn to engage in commercial sex acts.

58. Plaintiff was visibly treated in an aggressive manner by traffickers engaged in commercial sex acts with Plaintiff while in public areas of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

59. Plaintiff exhibited fear and anxiety while on the premises and in public areas of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

60. Plaintiff's traffickers paid cash for the hotel rooms where Plaintiff engaged in commercial sex acts.

61. Plaintiff's traffickers consistently displayed "Do Not Disturb" signs on the door to the hotel room where Plaintiff engaged in commercial sex acts and consistently refused housekeeping services.

62. Men and others frequently entered and left the rooms at the Roosevelt Inn, the Days Inn, and the North American Motor Inns where Plaintiff engaged in commercial sex acts.

63. Men walked the hallways at the Roosevelt Inn, the Days Inn, and the North American Motor Inns where Plaintiff was engaged in commercial sex acts.

03/28/2019 10:01AM FAX

0017/0047

64. Plaintiff had extended stays at the Roosevelt Inn, the Days Inn, and the North American Motor Inns with few or no personal possessions and was left in the room for long periods of time. The rooms for these extended stays were paid for with cash on a day to days basis.

65. Plaintiff dressed in a sexually explicit manner and would walk the hallways of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

66. Plaintiff was paid cash for the commercial sex acts she engaged in while at the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

67. Plaintiff distributed the cash she received for the commercial sex acts to her traffickers who used the cash as payment for the hotel rooms at the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

68. In 2013, Plaintiff was rescued from the Days Inn following an investigation by the FBI based on internet advertisements of Plaintiff promoting prostitution.

69. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the Plaintiff.

70. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the

03/28/2019 10:01AM FAX

0018/0047

Plaintiff.

71. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the Plaintiff.

72. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, rented rooms to sex traffickers exploiting Plaintiff at the Roosevelt Inn.

73. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. rented rooms to sex traffickers exploiting Plaintiff at the Days Inn.

74. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services rented rooms to sex traffickers exploiting Plaintiff at the North American Motor Inns.

75. Plaintiff, as a hotel guest, was a business invitee of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC.

76. Plaintiff, as a hotel guest, was also a business invitee of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.

77. Plaintiff, as a hotel guest, was also a business invitee of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services.

03/28/2019 10:01AM FAX

0019/0047

78. Defendants Roosevelt Inn J.L.C, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

79. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

80. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

81. Defendants Roosevelt Inn, LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

82. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

03/28/2018 10:02AM FAX

0020/0047

83. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

84. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

85. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

86. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

87. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

88. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel

03/28/2018 10:02AM FAX

0021/0047

Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

89. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

90. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UTVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of Plaintiff.

91. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of Plaintiff.

92. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or

03/28/2018 10:02AM FAX

0022/0047

otherwise stop the human sex trafficking of Plaintiff.

93. By having knowledge of human sex trafficking at the Roosevelt Inn and negligently allowing the Plaintiff's harm to occur, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through its actual or apparent agents, servants and employees, caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

94. By negligently allowing the Plaintiff's harm to occur, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

95. By negligently allowing the Plaintiff's harm to occur, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

96. By renting rooms to individuals sex trafficking Plaintiff, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene,

03/28/2018 10:02AM FAX

0023/0047

disrupt or otherwise stop sex trafficking occurring on the premises of the Roosevelt Inn.

97. By renting rooms to individuals sex trafficking Plaintiff, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene, disrupt or otherwise stop sex trafficking occurring on the premises of the Days Inn.

98. By renting rooms to individuals sex trafficking the Plaintiff, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene, disrupt or otherwise stop sex trafficking occurring on the premises of the North American Motor Inns.

99. By renting rooms to individuals sex trafficking Plaintiff for commercial sex acts, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFRVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

100. By renting rooms to individuals sex trafficking Plaintiff for commercial sex acts, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

03/28/2019 10:02AM FAX

0024/0047

101. By renting rooms to individuals sex trafficking the Plaintiff for commercial sex acts, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

COUNT I - NEGLIGENCE

C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS MANAGEMENT COMPANY, LLC.

102. The averments of Paragraphs 1 through 101 are incorporated herein by reference.

103. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Roosevelt Inn.

104. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees should have reasonably anticipated criminal conduct by third parties, including other guests, invitees or persons on the premises of the Roosevelt Inn.

105. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Roosevelt Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of

03/28/2018 10:02AM FAX

0025/0047

human trafficking and sexual exploitation on the premises of the Roosevelt Inn.

106. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Roosevelt Inn, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the Roosevelt Inn on a repeated basis.

107. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the Roosevelt Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the Roosevelt Inn.

108. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the Roosevelt Inn, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the Roosevelt Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn,

03/28/2019 10:02AM FAX

0026/0047

Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Roosevelt Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Roosevelt Inn;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at

03/28/2019 10:03AM FAX

0027/0047

the Roosevelt Inn;

- n. Failing to conduct adequate surveillance of the premises of the Roosevelt Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

109. By renting rooms to Plaintiff's sex traffickers, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

110. As a result of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's negligence, Plaintiff was caused to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

03/28/2019 10:03AM FAX

00028/0047

111. As a result of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the Roosevelt Inn.

112. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT II - NEGLIGENCE

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.

113. The averments of Paragraphs 1 through 112 are incorporated herein by reference.

114. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Days Inn.

115. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati

03/28/2019 10:03AM FAX

0029/0047

Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of the Days Inn's business, should have reasonably anticipated criminal conduct on the part of third parties, including other guests and invitees of the premises of the Days Inn.

116. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Days Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the Days Inn.

117. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Days Inn, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex

03/28/2019 10:03AM FAX

0030/0047

traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the Days Inn on a repeated basis.

118. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the Days Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the Days Inn.

119. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experience that persons lawfully on the premises of the Days Inn, such as Plaintiff, would suffer serious bodily injury as a result of being victimized by violent crimes perpetrated by third persons on the premises of the Days Inn.

120. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the Days Inn, including Plaintiff, from

Case ID: 190303355
Control No.: 19041986

Case ID: 190303355
Control No.: 19041986

03/28/2019 10:03AM FAX

0031/0047

criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the Days Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Days Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Days Inn;

03/28/2019 10:03AM FAX

0032/0047

- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the Days Inn;
- n. Failing to conduct adequate surveillance of the premises of the Days Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

121. By renting rooms to Plaintiff's sex traffickers, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by and through their actual or apparent

03/28/2018 10:03AM FAX

0033/0047

agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

122. As a result Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., Plaintiff was caused to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

123. As a result of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.'s negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the Days Inn.

124. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., and demands compensatory and punitive damages

03/28/2019 10:04AM FAX

0034/0047

in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT III - NEGLIGENCE

C.A. v. NORTH AMERICAN MOTOR INNS, INC., RAMARA, INC., AND ASHOKA INVESTMENTS AND MANAGEMENT SERVICES

125. The averments of Paragraphs 1 through 124 are incorporated herein by reference.

126. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the North American Motor Inns.

127. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees should have reasonably anticipated criminal conduct by third parties, including other guests, invitees or persons on the premises of the North American Motor Inns.

128. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the North American Motor Inns in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the North American Motor Inns.

03/28/2019 10:04AM FAX

0035/0047

129. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the North American Motor Inns, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the North American Motor Inns on a repeated basis.

130. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the North American Motor Inns, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the North American Motor Inns.

131. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the North American Motor Inns, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the North American Motor Inns, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of

03/28/2019 10:04AM FAX

0038/0047

Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the North American Motor Inns;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the North American Motor Inns;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;

03/28/2019 10:04AM FAX

0037/0047

- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the North American Motor Inns;
- n. Failing to conduct adequate surveillance of the premises of the North American Motor Inns;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

132. By renting rooms to Plaintiff's sex traffickers, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

133. As a result of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services' negligence, Plaintiff was caused to suffer physical

03/28/2019 10:04AM FAX

0038/0047

harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

134. As a result of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services' negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the North American Motor Inns.

135. Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investments & Management Services acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IV – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC**

136. The averments of paragraphs 1 through 135 are incorporated herein by reference.

137. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly & proximately causing harm/damages to Plaintiff.

09/28/2019 10:04AM FAX

0038/0047

138. Defendants acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT V - NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.

139. The averments of paragraphs 1 through 138 are incorporated herein by reference.

140. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to Plaintiff.

141. Defendants acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc and demands compensatory and punitive

03/28/2019 10:04AM FAX

0040/0047

damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VI – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. v. NORTH AMERICAN MOTOR INNS, INC., INC., RAMARA, INC. AND
ASHOKA INVESTMENTS & MANAGEMENT SERVICES**

142. The averments of paragraphs 1 through 141 are incorporated herein by reference.

143. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against the Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to the Plaintiff.

144. Defendants acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgement in her favor and against North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC.**

145. The averments of paragraphs 1 through 144 are incorporated herein by reference.

146. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and

03/28/2018 10:05AM FAX

0041/0047

employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

147. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

148. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

149. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the Roosevelt Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Roosevelt Inn would be victimized by, or subjected to, such criminal and/or violent acts.

150. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the Roosevelt Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

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151. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VIII - NEGLIGENCE, TRAINING, AND/OR SUPERVISION

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.

152. The averments of paragraphs 1 through 151 are incorporated herein by reference.

153. Defendants, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

154. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably

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sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

155. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

156. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the Days Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Days Inn would be victimized by, or subjected to, such criminal and/or violent acts.

157. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the Days Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

158. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn,

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Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IX – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

C.A. v. NORTH AMERICAN MOTOR INNS, INC., RAMARA, INC., AND ASHOKA INVESTMENTS & MANAGEMENT SERVICES

159. The averments of paragraphs 1 through 158 are incorporated herein by reference.

160. Defendants North American Motor Inns, Inc., North American Motor Inns, Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

161. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

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162. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

163. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the North American Motor Inns, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the North American Motor Inns would be victimized by, or subjected to, such criminal and/or violent acts.

164. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the North American Motor Inns, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

165. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand

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(\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

KLINE & SPECTER, P.C.

Attorneys for Plaintiff C.A.

BY: 

THOMAS R. KLINE, ESQUIRE
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
KYLE B. NOCHO, ESQUIRE

DATED: 3-27-19

03/28/2019 10:05AM FAX

0047/0047

VERIFICATION

I, C [REDACTED] A [REDACTED], hereby state that I am the Plaintiff in the within matter, and as such verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

C [REDACTED] A [REDACTED]

Case ID: 190303355

Case ID: 190303355
Control No.: 19041986

Case ID: 190303355
Control No.: 19041986

CERTIFICATE OF SERVICE

I, James J. Quinlan, Esquire, hereby certify that, on this 15th day of April 2019, I caused a true and correct copy of Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's Preliminary Objections to be served via electronic and first class mail upon the following:

Thomas R. Kline, Esquire
Nadeem A. Bezar, Esquire
Emily B. Marks, Esquire
Kyle Nocho, Esquire
Kline & Specter, P.C.
1525 Locust Street
Philadelphia, PA 19102

Attorneys for Plaintiff

And

Wyndham Worldwide Corporation
22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

Wyndham Hotel Group LLC
22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

Wyndham Hotels and Resorts LLC
22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

Wyndham Hotel Management Inc.

22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

North American Motor Inns Inc.
4444 City Ave.
Philadelphia, PA 19131

Defendant

And

Ramara Inc.
1003 Spruce Street
Philadelphia, PA 19107

Defendant

And

Ashoka Investments & Management Services
27A Iris Ave.
San Francisco, CA 94118

Defendant

And

4200 Roosevelt LLC
4200 Roosevelt Blvd.
Philadelphia, PA 19124

Defendant

And

4200 Rose Hospitality LLC
4200 Roosevelt Blvd.
Philadelphia, PA 19124

Defendant

And

2

Days Inn
4200 Roosevelt Blvd.
Philadelphia, PA 19125

Defendant

And

Surati Management Group
121 Drew Dr.
Langhorne, PA 19053

Defendant

And

Days Inn by Wyndham
4200 Roosevelt Blvd.
Philadelphia, PA 19124

Defendant

/s/ James J. Quinlan
JAMES J. QUINLAN

Civil Administration

C.A.	C. KEENAN	:	PHILADELPHIA COUNTY
	Plaintiff,	:	
V.		:	
		:	MARCH TERM, 2019
ROOSEVELT INN LLC, ROOSEVELT INN LLC		:	NO.: 03355
d/b/a ROOSEVELT INN, ROOSEVELT MOTOR		:	
INN, INC., UFVS MANAGEMENT COMPANY		:	
LLC, 4200 ROOSEVELT LLC, 4200		:	
ROOSEVELT LLC d/b/a DAYS INN, DAYS INN,		:	
SURATI MANAGEMENT GROUP, DAYS		:	
INN BY WYNDHAM d/b/a DAYS INN,		:	
WYNDHAM WORLDWIDE CORPORATION,		:	
WYNDHAM HOTELS AND RESORTS, LLC,		:	
WYNDHAM HOTEL MANAGEMENT, INC.,		:	
NORTH AMERICAN MOTOR INNS, INC. d/b/a		:	
NORTH AMERICAN MOTOR INNS, RAMARA,		:	
INC., ASHOKA INVESTMENTS &		:	
MANAGEMENT SERVICES		:	
	Defendants.	:	

ORDER

AND NOW, this day of , 2019, upon consideration of Plaintiff C.A.'s Response in Opposition to Defendants 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn's Joinder in the Preliminary Objections of Defendants Roosevelt Inn, LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn and UFVS Management Company, LLC, to Plaintiff's Complaint, and any response thereto, it is hereby;

ORDERED and **DECREED** that Defendants 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn's Joinder in the Preliminary Objections of Defendants Roosevelt Inn, LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn and UFVS Management Company, LLC are **OVERRULED**. Defendants 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn shall file an answer to Plaintiff's Complaint within twenty (20) days from the date of this Order.

BY THE COURT:

KLINE & SPECTER, P.C.*Attorneys for Plaintiff*

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

C.A.	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	
V.	:	
	:	MARCH TERM, 2019
	:	NO.: 03355
ROOSEVELT INN LLC, ROOSEVELT INN LLC	:	
d/b/a ROOSEVELT INN, ROOSEVELT MOTOR	:	
INN, INC., UFVS MANAGEMENT COMPANY	:	
LLC, 4200 ROOSEVELT LLC, 4200	:	
ROOSEVELT LLC d/b/a DAYS INN, DAYS INN,	:	
SURATI MANAGEMENT GROUP, DAYS	:	
INN BY WYNDHAM d/b/a DAYS INN,	:	
WYNDHAM WORLDWIDE CORPORATION,	:	
WYNDHAM HOTELS AND RESORTS, LLC,	:	
WYNDHAM HOTEL MANAGEMENT, INC.,	:	
NORTH AMERICAN MOTOR INNS, INC. d/b/a	:	
NORTH AMERICAN MOTOR INNS, RAMARA,	:	
INC., ASHOKA INVESTMENTS &	:	
MANAGEMENT SERVICES	:	
Defendants.	:	

PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS 4200 ROOSEVELT, LLC AND 4200 ROSE HOSPITALITY, LLC D/B/A DAYS INN'S JOINDER IN THE PRELIMINARY OBJECTIONS OF DEFENDANTS ROOSEVELT INN, LLC D/B/A ROOSEVELT INN, ROOSEVELT MOTOR INN AND UFVS MANAGEMENT COMPANY, LLC TO PLAINTIFF'S COMPLAINT

Plaintiff C.A. by and through her attorneys, Kline & Specter, P.C., hereby respond in opposition to Defendants, 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn's [hereinafter "Days Inn"] Joinder in the Preliminary Objections of Defendants, Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC's as follows:

1. Admitted.

2. Denied. The Days Inn cannot duck the issue of untimely preliminary objections by filing a Joinder to a Co-Defendant's Preliminary Objections. The Days Inn's Joinder is in essence Preliminary Objections that seek to dismiss Plaintiff's punitive damages claim against the Days Inn and to strike Paragraphs 48, 50, 52-67 of Plaintiff's Complaint. The Days Inn's Preliminary Objections that were filed as a Joinder to a Co-Defendants' Preliminary Objections should be overruled. Further, Plaintiff has pled sufficient facts to support a claim for punitive damages and Paragraphs 48, 50, 52-67 are sufficiently pled. Plaintiff incorporates her Response and Memorandum of Law in Opposition to the Preliminary Objections of Defendants Roosevelt Inn LLC d/b/a/ Roosevelt Inn, Roosevelt Motor Inn and UFVS Management Company, LLC herein as though set forth in full.

3. This is an incorporation Paragraph to which no response is required. By way of further response, see response to Paragraph 2.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter the attached Order overruling Defendants, 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn's Joinder in the Preliminary Objections of Defendants Roosevelt Inn, LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn and UFVS Management Company, LLC.

KLINE & SPECTER, P.C

/s/Emily B. Marks

BY:

THOMAS R. KLINE, ESQUIRE
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
KYLE B. NOCHO, ESQUIRE

KLINE & SPECTER, P.C.*Attorneys for Plaintiff*

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

C.A.	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	
V.	:	
	:	MARCH TERM, 2019
	:	NO.: 03355
ROOSEVELT INN LLC, ROOSEVELT INN LLC	:	
d/b/a ROOSEVELT INN, ROOSEVELT MOTOR	:	
INN, INC., UFVS MANAGEMENT COMPANY	:	
LLC, 4200 ROOSEVELT LLC, 4200	:	
ROOSEVELT LLC d/b/a DAYS INN, DAYS INN,	:	
SURATI MANAGEMENT GROUP, DAYS	:	
INN BY WYNDHAM d/b/a DAYS INN,	:	
WYNDHAM WORLDWIDE CORPORATION,	:	
WYNDHAM HOTELS AND RESORTS, LLC,	:	
WYNDHAM HOTEL MANAGEMENT, INC.,	:	
NORTH AMERICAN MOTOR INNS, INC. d/b/a	:	
NORTH AMERICAN MOTOR INNS, RAMARA,	:	
INC., ASHOKA INVESTMENTS &	:	
MANAGEMENT SERVICES	:	
Defendants.	:	

**PLAINTIFF’S MEMORANDUM OF LAW IN OPPOSITION TO DEFENDANTS 4200
 ROOSEVELT, LLC AND 4200 ROSE HOSPITALITY, LLC D/B/A DAYS INN’S
 JOINDER IN THE PRELIMINARY OBJECTIONS OF DEFENDANTS ROOSEVELT
 INN, LLC D/B/A ROOSEVELT INN, ROOSEVELT MOTOR INN AND UFVS
 MANAGEMENT COMPANY, LLC TO PLAINTIFF’S COMPLAINT**

I. PRELIMINARY STATEMENT

Defendants 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn (hereinafter collectively “Days Inn”) were served with Plaintiff’s Complaint on March 28, 2019. See Plaintiff’s Complaint attached as Exhibit “A” and Affidavit of Service attached as Exhibit “B”. The Days Inn was given an extension to file an Answer only to Plaintiff’s Complaint and in

fact counsel for the Days Inn stated the Days Inn did not intend to file Preliminary Objections. See 4/15/19 Email attached as Exhibit “C”. Now the Days Inn has filed an untimely Joinder in the Preliminary Objections of Co-Defendants Roosevelt Inn LLC d/b/a/ Roosevelt Inn, Roosevelt Motor Inn and UFVS Management Company, LLC (collectively “Co-Defendants”). The Days Inn is seeking to dismiss Plaintiff’s punitive damages claim against the Days Inn and to strike Paragraphs 48, 50, 52-67 of Plaintiff’s Complaint. The Days Inn cannot duck the issue of untimely preliminary objections by filing a Joinder to a Co-Defendant’s Preliminary Objections. The Days Inn’s Preliminary Objections that were filed as a Joinder to a Co-Defendants’ Preliminary Objections should be overruled. Further, Plaintiff has pled sufficient facts to support a claim for punitive damages and Paragraphs 48, 50, 52-67 are sufficiently pled.

II. QUESTIONS PRESENTED

- A.** Should this Honorable Court sustain the Joinder of the Days Inn by dismissing all claims for punitive damages against the Days Inn?

Suggested Answer: No. The Days Inn’s Preliminary Objections are untimely and Plaintiff has pled sufficient facts to support a claim for punitive damages.

- B.** Should this Honorable Court strike Paragraphs 48, 50, 52-67 of Plaintiff’s Complaint when these paragraphs are sufficiently pled?

Suggested Answer: No. The Days Inn’s Preliminary Objections are untimely and Paragraphs 48, 50, 52-67 are sufficiently pled.

III. BRIEF FACTS

Plaintiff was the victim of underage human sex trafficking that occurred at the Roosevelt Inn, Days Inn, and the North American Motor Inns during 2012 through 2013. Plaintiff commenced this civil litigation on March 27, 2019 against the 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn. See Plaintiff’s Complaint, attached as Exhibit “A”. Plaintiff also filed suit against Roosevelt Inn, LLC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC, Surati Management Group, Days Inn by Wyndham, Wyndham

Worldwide Corporation, Wyndham Hotel Group LLC, Wyndham Hotels and Resorts, LLC, Wyndham Hotel Management, Inc., North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management Services. See Exhibit “A”.

Plaintiff’s Complaint was served on the Days Inn, on March 28, 2019, via Process Server. See Affidavit, attached as Exhibit “B”.

On April 15, 2019, Plaintiff’s counsel received an email from Virginia L. Hardwick, Esquire of Hardwick Benfer, LLC who was counsel for the Days Inn indicating that they do not plan to file Preliminary Objections. Ms. Hardwick confirmed that Plaintiff consented to a thirty (30) day extension for the Days Inn to file an Answer only to Plaintiff’s Complaint, which is due by May 16, 2019. See 4/15/19 email, attached as Exhibit “C”...

On Apr 15, 2019, at 5:02 PM, Virginia Hardwick <vhardwick@hardwickbenfer.com> wrote:

CA v. 4200 Roosevelt d/b/a Days Inn, et al
BH v. 4200 Roosevelt d/b/a/ Days Inn, et al

Dear Nadeem,

As further follow up to our call last week, we do not plan to file PO’s as to the two cases above. We appreciate your offer of an extension of time to answer. I understand that you spoke to Debra Wilson from Erie and consented to a 30-day extension of time to answer. Accordingly, I will calendar the answer due date as Thursday, May 16.

I appreciate your courtesy and professionalism, and will be in touch soon,

Thanks,

Ginger Hardwick

An Entry of Appearance was filed by Philip D. Priore, Esquire and Brian J. Callahan, Esquire of McCormick and Priore, P.C., on May 7, 2019, on behalf of the Days Inn.

On May 7, 2019, Mr. Priore, on behalf of the Days Inn, filed a Joinder to the Preliminary Objections filed by the Roosevelt Inn Defendants. The Days Inn’s Joinder in the Preliminary Objections of the Roosevelt Inn Defendants comes well beyond the twenty (20) days allotted by the Pennsylvania Rules of Civil Procedure to file Preliminary Objections. Moreover, Ms. Hardwick who identified as counsel for the Days Inn, on April 15, 2019 confirmed that

Plaintiff's counsel consented to a thirty (30) day extension for the Days Inn file an Answer only to Plaintiff's Complaint.

IV. LEGAL ARGUMENT

The Days Inn's Joinder in the Preliminary Objections filed by the Roosevelt Inn Co-Defendants should be overruled as untimely. The Days Inn cannot duck the issue of untimely preliminary objections by filing a Joinder to a Co-Defendant's Preliminary Objections. The Days Inn's Joinder is in essence Preliminary Objections that seek to dismiss Plaintiff's punitive damages claim against the Days Inn and to strike Paragraphs 48, 50, 52-67 of Plaintiff's Complaint.

Further, Plaintiff has pled sufficient facts to support a claim for punitive damages and Paragraphs 48, 50, 52-67 of Plaintiff's Complaint. Plaintiff incorporates her Response and Memorandum of Law in Opposition to the Preliminary Objections of Defendants Roosevelt Inn LLC d/b/a/ Roosevelt Inn, Roosevelt Motor Inn and UFVS Management Company, LLC herein as though set forth in full.

V. CONCLUSION

For the reasons stated above, Plaintiff respectfully requests this Honorable Court enter the attached Order overruling Defendants, 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn's Joinder in the Preliminary Objections of Defendants Roosevelt Inn, LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn and UFVS Management Company, LLC.

KLINE & SPECTER, P.C

/s/Emily B. Marks

BY:

THOMAS R. KLINE, ESQUIRE
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
KYLE B. NOCHO, ESQUIRE

CERTIFICATE OF SERVICE

I do hereby certify that service of a true and correct copy of the above Plaintiff's Response in Opposition to Defendants' Joinder Preliminary Objections was filed with the Court on May 9, 2019 and served by electronic filing upon the following counsel of record:

Philip D. Priore, Esquire
Brian J. Callahan, Esquire
McCormick & Priore, P.C.
Four Penn Center
1600 JFK Blvd, Suite 800
Philadelphia, PA 19103

Counsel for 4200 Roosevelt LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn

Grant S. Palmer, Esq.
James J. Quinlan, Esq.
Daniel E. Oberdick, Esq.
Blank Rome LLP

One Logan Square, 130 North 18th Street
Philadelphia, PA 19103

*Counsel for Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and
UFVS Management Company*

By first-class mail upon the following parties:

John McCreesh, Esquire
Law Offices of McCreesh, McCreesh, McCreesh & Cannon
7053 Terminal Square
Upper Darby, PA 19082

Counsel for North American Motors Inn and Ramara, Inc.

James M. Brogan, Esquire
Matthew A. Goldberg, Esquire
Nathan P. Heller, Esquire
Haley D. Torrey, Esquire
DLA Piper LLP
One Liberty Place

1650 Market Street, Suite 4900
Philadelphia, PA 19103

*Counsel for Wyndham Worldwide Corporation; Wyndham Hotel Group, LLC; Wyndham Hotels and
Resorts, LLC; and Wyndham Hotel Management, Inc.*

Robert T. Cohen, Esquire
Trobman & Cohen LLC
102 Browning Lane, Building B-3
Cherry Hill, NJ 08003

Counsel for Surati Management Group

Ashoka Investments and Management Services
c/o CT Corporation System
116 Pine Street, Suite 320
Harrisburg, PA 17101
Pro Se Defendant

/s/ Emily B. Marks

By: _____
EMILY B. MARKS, ESQUIRE
Attorney for Plaintiff

Dated: May 9, 2019

VERIFICATION

I, EMILY B. MARKS, ESQUIRE, hereby state that I am the attorney for Plaintiff in this matter and hereby verify that the statements made in the foregoing Plaintiff's Response in Opposition to Defendants 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn's Joinder in the Preliminary Objections of Defendants Roosevelt Inn, LLC d/b/a Roosevelt Inn, Roosevelt Motor, Inn and UFVS Management Company, LLC to Plaintiff's Complaint are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements contained therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

/s/Emily B. Marks

EMILY B. MARKS, ESQUIRE
Attorney for Plaintiff

EXHIBIT “A”

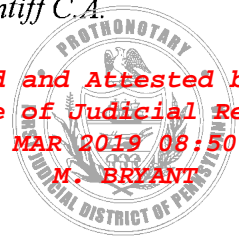
KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff C.A.

*Filed and Attested by the
 Office of Judicial Records
 27 MAR 2019 08:50 am
 M. BRYANT*



C.A.	:	PHILADELPHIA COUNTY
c/o Kline & Specter, P.C.	:	COURT OF COMMON PLEAS
1525 Locust Street	:	
Philadelphia, PA 19102	:	CIVIL TRIAL DIVISION
	:	FEBRUARY TERM, 2019
<i>Plaintiff,</i>	:	NO.:
v.	:	
	:	JURY TRIAL DEMANDED
ROOSEVELT INN LLC and	:	
ROOSEVELT INN LLC d/b/a/	:	
ROOSEVELT INN	:	
7630 Roosevelt Boulevard	:	
Philadelphia, PA 19152	:	
	:	
and	:	
	:	
ROOSEVELT MOTOR INN, INC.	:	
7630 Roosevelt Boulevard	:	
Philadelphia, PA 19152	:	
	:	
and	:	
	:	
UFVS MANAGEMENT COMPANY, LLC	:	
287 Bowman Avenue	:	
Purchase, NY 10577	:	
	:	
and	:	
	:	
4200 ROOSEVELT LLC and	:	
4200 ROOSEVELT LLC d/b/a	:	
DAYS INN	:	
4200 Roosevelt Boulevard	:	
Philadelphia, PA 19124	:	
	:	
and	:	
	:	
4200 ROSE HOSPITALITY LLC and	:	
4200 ROSE HOSPITALITY d/b/a	:	
DAYS INN	:	
4200 Roosevelt Boulevard	:	
Philadelphia, PA 19124	:	

and

DAYS INN
4200 Roosevelt Boulevard
Philadelphia PA 19124

and

SURATI MANAGEMENT GROUP
121 Drew Drive
Langhorne, PA 19053

and

DAYS INN BY WYNDHAM d/b/a DAYS INN
4200 Roosevelt Boulevard
Philadelphia, PA 19124

and

WYNDHAM WORLDWIDE CORPORATION
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL GROUP, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTELS AND RESORTS, LLC
22 Sylvan Way
Parsippany, NJ 07054

and

WYNDHAM HOTEL MANAGEMENT, INC.
22 Sylvan Way
Parsippany, NJ 07054

and

NORTH AMERICAN MOTOR INNS, INC. d/b/a
NORTH AMERICAN MOTOR INNS
4444 City Avenue
Philadelphia, Pennsylvania 19131

and
 RAMARA, INC.
 1003 Spruce Street
 Philadelphia, PA 19107

and
 ASHOKA INVESTMENTS & MANAGEMEMT
 SERVICES
 27 A Iris Avenue
 San Francisco, CA 94118

Defendants

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER (OR CANNOT AFFORD ONE), GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERENCE SERVICE
 One Reading Center
 Philadelphia, PA 19107
 (215) 238-6333
 TTY (215) 451-6197

AVISO

Le han demandado en corte. Si usted quiere defenderse contra las demandas nombradas en las paginas siguientes, tiene veinte (20) días a partir de recibir esta demanda y notificación para entablar personalmente o por un abogado una comparecencia escrita y tambien para entablar con la corte en forma escrita sus defensas y objeciones a las demandas contra usted. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELEFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO.

SI USTED NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUEDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO de REFERENCIA LEGAL
 Uno Reading Centro
 Filadelfia, PA 19107
 Telefono: (215) 238-6333
 TTY (215) 451-6197

KLINE & SPECTER, P.C.

Attorneys for Plaintiff C.A.

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 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

C.A.	:	PHILADELPHIA COUNTY
c/o Kline & Specter, P.C.	:	COURT OF COMMON PLEAS
1525 Locust Street	:	
Philadelphia, PA 19102	:	CIVIL TRIAL DIVISION
<i>Plaintiff,</i>	:	FEBRUARY TERM, 2019
	:	NO.:
v.	:	
	:	JURY TRIAL DEMANDED
ROOSEVELT INN LLC and	:	
ROOSEVELT INN LLC d/b/a/	:	
ROOSEVELT INN	:	
7630 Roosevelt Boulevard	:	
Philadelphia, PA 19152	:	
	:	
and	:	
	:	
ROOSEVELT MOTOR INN, INC.	:	
7630 Roosevelt Boulevard	:	
Philadelphia, PA 19152	:	
	:	
and	:	
	:	
UFVS MANAGEMENT COMPANY, LLC	:	
287 Bowman Avenue	:	
Purchase, NY 10577	:	
	:	
and	:	
	:	
4200 ROOSEVELT LLC and	:	
4200 ROOSEVELT LLC d/b/a	:	
DAYS INN	:	
4200 Roosevelt Boulevard	:	
Philadelphia, PA 19124	:	
	:	
and	:	

4200 ROSE HOSPITALITY LLC and :
4200 ROSE HOSPITALITY d/b/a :
DAYS INN :
4200 Roosevelt Boulevard :
Philadelphia, PA 19124 :

and :

DAYS INN :
4200 Roosevelt Boulevard :
Philadelphia, PA 19124 :

and :

SURATI MANAGEMENT GROUP :
121 Drew Drive :
Langhorne, PA 19053 :

and :

DAYS INN BY WYNDHAM d/b/a :
DAYS INN :
4200 Roosevelt Boulevard :
Philadelphia, PA 19124 :

and :

WYNDHAM WORLDWIDE CORPORATION :
22 Sylvan Way :
Parsippany, NJ 07054 :

and :

WYNDHAM HOTEL GROUP, LLC :
22 Sylvan Way :
Parsippany, NJ 07054 :

and :

WYNDHAM HOTELS AND RESORTS, LLC :
22 Sylvan Way :
Parsippany, NJ 07054 :

and :

WYNDHAM HOTEL MANAGEMENT, INC. :
22 Sylvan Way :
Parsippany, NJ 07054 :

and :

NORTH AMERICAN MOTOR INNS, INC. d/b/a :
NORTH AMERICAN MOTOR INNS :
4444 City Avenue :
Philadelphia, Pennsylvania 19131 :

and :

RAMARA, INC. :
1003 Spruce Street :
Philadelphia, PA 19107 :

and :

ASHOKA INVESTMENTS & MANAGEMEMT :
SERVICES :
27 A Iris Avenue :
San Francisco, CA 94118 :

Defendants :

COMPLAINT

PRELIMINARY STATEMENT

1. Human sex trafficking is a form of modern-day slavery that exists throughout the United States.

2. Human trafficking is a global multi-billion dollar enterprise that affects nearly every single country.

3. Women and girls are disproportionately affected by human sex trafficking and account for the vast majority of victims in commercial sex trafficking.

4. Globally, there are approximately 5 million people trapped in forced sexual exploitation. It is a form of evil in the abuse and exploitation of the most innocent and vulnerable.

5. The hospitality industry, and hotels specifically, owe a duty to provide a safe premise for their guests and must protect them against reasonably anticipated conduct.

6. Hotels and motels are frequented for both sex and labor trafficking business operations.

7. The National Human Trafficking Hotline recorded 3,596 cases of human trafficking involving a hotel or motel from 2007 through 2017.

THE PARTIES

8. Plaintiff, C.A. was born on May 1, 1996 and is one of the thousands of victims of human trafficking and being victimized in hotels / motels across the United States.

9. From 2012 through 2013, Plaintiff was exploited as a minor by commercial sex traffickers who financially benefitted from her exploitation. Plaintiff resides in Philadelphia County, Pennsylvania. Plaintiff can be contacted through her counsel, Thomas R. Kline, Esquire, Nadeem A. Bezar, Esquire, Emily B. Marks, Esquire, and Kyle B. Nocho, Esquire of Kline & Specter, P.C., 1525 Locust Street, Philadelphia, Pennsylvania 19102.

10. Plaintiff's name and address are not contained in this Complaint to protect the privacy and identity of Plaintiff who incurred injuries and damages when she was a minor.

11. Defendant Roosevelt Inn LLC is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania with a principal business address located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152. At all material times hereto, Defendant Roosevelt Inn LLC owned, operated or managed the Roosevelt Inn located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152 [hereinafter "Roosevelt Inn"].

12. Defendant Roosevelt Motor Inn, Inc. [hereinafter referred to as "Roosevelt Motor Inn"] is a corporation duly organized and existing under the laws of the Commonwealth of

Pennsylvania with a principal business address located at 7630 Roosevelt Boulevard, Philadelphia, PA 19152. At all material times hereto, Defendant Roosevelt Motor Inn, Inc. owned, operated or managed the Roosevelt Inn.

13. Defendant UFVS Management Company, LLC, is a limited liability company duly organized and existing under the laws of the State of New York. At all material times hereto, Defendant UFVS Management Company, LLC owned, operated and/or managed the Roosevelt Inn. Defendant UFVS Management Company, LLC oversees the operation of the Roosevelt Inn including the hiring of employees.

14. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, and UFVS Management Company, LLC were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the Roosevelt Inn. Accordingly, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, and UFVS Management Company, LLC are liable for the acts and/or omissions of their agents, servants and/or employees under the theories of agency, master servant, respondeat superior and/or right of control.

15. Defendant 4200 Roosevelt LLC and 4200 Roosevelt LLC d/b/a Days Inn [hereinafter referred to as “4200 Roosevelt”] is a limited liability company duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant 4200 Roosevelt LLC owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124 [hereinafter “Days Inn”].

16. Defendant 4200 Rose Hospitality, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn [hereinafter referred to as “Rose Hospitality”] is a limited liability company duly organized

and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant 4200 Rose Hospitality, owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124.

17. Defendant Days Inn is a company duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant Days Inn owned operated and/or managed the Days Inn.

18. Defendant Surati Management Group is a company duly organized and existing under the laws under the Commonwealth of Pennsylvania with a principal business address located at 121 Drew Lane, Langhorne, PA 19053. At all material times hereto, Defendant Surati Management Group owned, operated and/or managed the Days Inn.

19. Defendant Days Inns d/b/a Days Inn by Wyndham [hereinafter referred to as “Days Inn by Wyndham”] is a company duly organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124. At all material times hereto, Defendant Days Inn d/b/a Days Inn by Wyndham owned, operated or managed the Days Inn located at 4200 Roosevelt Boulevard, Philadelphia, PA 19124.

20. Defendant Wyndham Worldwide Corporation is a corporation duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Worldwide Corporation owned, operated or managed the Days Inn.

21. Defendant Wyndham Hotel Group, LLC is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant

Wyndham Hotel Group, LLC owned, operated or managed the Days Inn.

22. Defendant Wyndham Hotels and Resorts, LLC is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Hotels and Resorts, LLC owned, operated or managed the Days Inn.

23. Defendant Wyndham Hotel Management, Inc. is a limited liability company duly organized and existing under the laws of the State of New Jersey with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant Wyndham Hotel Management, Inc. owned, operated or managed the Days Inn.

24. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. made up a corporate structure that consisted of parent entities, parent corporations, associated or affiliated corporations, member corporations and/or subsidiary corporations.

25. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the Days Inn. Accordingly, Defendants 4200 Roosevelt LLC, 4200 Rose Hospitality Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. are liable for the acts and/or omissions of their

agents, servants and/or employees under the theories of agency, master servant, respondeat superior and/or right of control.

26. Defendant North American Motor Inns, Inc. d/b/a North American Motor Inns [hereinafter referred to as “North American Motor Inns”] is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania. At all material times hereto, Defendant North American Motor Inns, Inc. owned, operated or managed the North American Motor Inns located at 4444 City Avenue, Philadelphia, PA 19137.

27. Defendant Ramara, Inc. is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 1003 Spruce Street, Philadelphia PA 19107. At all material times hereto, Defendant Ramara, Inc. owned, operated and/or managed the North American Motor Inns.

28. Defendant Ashoka Investment & Management Services is a company duly organized and existing under the laws of the State of California with a principal place of business located at 27 A. Iris Avenue, San Francisco, CA 94118. At all material times hereto, Ashoka Investment & Management Services owned, operated and/or managed the North American Motor Inns.

29. Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management were acting individually, and by and through their actual or apparent agents, servants and/or employees, including but not limited to front desk staff, back room staff, housekeepers, custodians, maintenance workers, food preparation workers, doorman, concierges and security guards, to provide hospitality services at the North American Motor Inns. Accordingly, Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investment & Management are liable for the acts and/or omissions of their agents, servants and/or employees

under the theories of agency, master servant, respondeat superior and/or right of control.

30. Venue is appropriate in this case because all the Defendants regularly conduct business in Philadelphia County.

31. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Roosevelt Inn where they worked.

32. At all times material hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Days Inn where they worked.

33. At all material times hereto, North American Motor Inns, Inc, Ramara, Inc. and Ashoka Investment & Management individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the North American Motor Inns where they worked.

34. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the Roosevelt Inn and instead permitted heinous and unspeakable acts to occur.

35. At all material times hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation,

Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the Days Inn and instead permitted heinous and unspeakable acts to occur.

36. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by their actual or apparent agents, servants and employees, failed to take any steps to prevent human sex trafficking at the North American Motor Inns and instead permitted heinous and unspeakable acts to occur.

37. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the Roosevelt Inn.

38. At all times material hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the Days Inn.

39. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by their actual or apparent agents, servants and employees, failed to report to authorities that human sex trafficking was occurring at the North American Motor Inns.

40. At all material times hereto, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, rented rooms to sex traffickers financially

benefiting from the commercial sex acts occurring on the premises of the Roosevelt Inn.

41. At all material times hereto, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. rented rooms to sex traffickers financially benefiting from the commercial sex acts occurring on the premises of the Days Inn.

42. At all material times hereto, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services rented rooms to sex traffickers financially benefiting from the commercial sex acts occurring on the premises of the North American Motor Inns.

OPERATIVE FACTS

43. Pennsylvania has long held that hotel and motel owners are liable for the reasonably anticipated harm that may occur to their guests from third persons. *Moran v. Valley Forge Drive-In Theater, Inc.*, 246 A.2d 875, 879 (Pa. 1968)

44. This principle has been reinforced in more modern Pennsylvania cases. *See Rabutino, Admin. of the Estate of William Impagliazzo v. Freedom State Realty Co., Inc., et al.*, 809 A.2d 933, 942 (Pa. Super. 2002) (holding that owner and operator of hotel owed a duty of care to 19-year-old who was shot and killed during party inside room because such conduct was a reasonably anticipated event).

45. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the Roosevelt Inn to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

46. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the Days Inn to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

47. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, regularly rented or otherwise provided rooms and services at the North American Motor Inns to traffickers engaged in commercial sex acts with Plaintiff when she was a minor.

48. Beginning in 2012, Plaintiff was recruited, enticed, solicited, harbored and/or transported to engage in commercial sex acts by sex traffickers at the Roosevelt Inn, the Days Inn, and the North American Motor Inns on a regular, consistent and/or repeated basis.

49. Plaintiff's traffickers put up internet advertisements for the purpose of prostituting Plaintiff.

50. These advertisements often included both the name and address of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

51. The advertisements included a fake name for Plaintiff and a phone number to call.

52. During the phone call, sex for cash was negotiated and the caller "John" would be informed that Plaintiff was at the Roosevelt Inn, the Days Inn, or the North American Motor Inns.

53. Plaintiff engaged in numerous commercial sex act "dates" per day at the Roosevelt Inn, the Days Inn, or the North American Motor Inns.

54. Plaintiff's traffickers would remain on the premises of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

55. The hotel rooms where Plaintiff engaged in commercial sex acts contained used condoms and condom wrappers and the room frequently smelled of marijuana.

56. Plaintiff was accompanied by men while on the premises of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

57. Housekeepers and front desk staff at the Roosevelt Inn, Days Inn and North American Motor Inns had conversations with Plaintiff and had knowledge that Plaintiff was staying at the Roosevelt Inn to engage in commercial sex acts.

58. Plaintiff was visibly treated in an aggressive manner by traffickers engaged in commercial sex acts with Plaintiff while in public areas of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

59. Plaintiff exhibited fear and anxiety while on the premises and in public areas of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

60. Plaintiff's traffickers paid cash for the hotel rooms where Plaintiff engaged in commercial sex acts.

61. Plaintiff's traffickers consistently displayed "Do Not Disturb" signs on the door to the hotel room where Plaintiff engaged in commercial sex acts and consistently refused housekeeping services.

62. Men and others frequently entered and left the rooms at the Roosevelt Inn, the Days Inn, and the North American Motor Inns where Plaintiff engaged in commercial sex acts.

63. Men walked the hallways at the Roosevelt Inn, the Days Inn, and the North American Motor Inns where Plaintiff was engaged in commercial sex acts.

64. Plaintiff had extended stays at the Roosevelt Inn, the Days Inn, and the North American Motor Inns with few or no personal possessions and was left in the room for long periods of time. The rooms for these extended stays were paid for with cash on a day to days basis.

65. Plaintiff dressed in a sexually explicit manner and would walk the hallways of the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

66. Plaintiff was paid cash for the commercial sex acts she engaged in while at the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

67. Plaintiff distributed the cash she received for the commercial sex acts to her traffickers who used the cash as payment for the hotel rooms at the Roosevelt Inn, the Days Inn, and the North American Motor Inns.

68. In 2013, Plaintiff was rescued from the Days Inn following an investigation by the FBI based on internet advertisements of Plaintiff promoting prostitution.

69. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the Plaintiff.

70. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the

Plaintiff.

71. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of the Plaintiff.

72. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, rented rooms to sex traffickers exploiting Plaintiff at the Roosevelt Inn.

73. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. rented rooms to sex traffickers exploiting Plaintiff at the Days Inn.

74. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services rented rooms to sex traffickers exploiting Plaintiff at the North American Motor Inns.

75. Plaintiff, as a hotel guest, was a business invitee of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC.

76. Plaintiff, as a hotel guest, was also a business invitee of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.

77. Plaintiff, as a hotel guest, was also a business invitee of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services.

78. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

79. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

80. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

81. Defendants Roosevelt Inn, LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

82. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

83. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, knew or had constructive knowledge that they were renting or otherwise providing rooms and services to individuals trafficking Plaintiff.

84. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

85. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

86. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees knew or had constructive knowledge that Plaintiff was being sexually exploited.

87. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

88. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel

Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

89. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to protect Plaintiff, as a business invitee, from criminal conduct.

90. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of Plaintiff.

91. Despite actual knowledge, constructive knowledge and general awareness of the signs of human trafficking, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or otherwise stop the human sex trafficking of Plaintiff.

92. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed to report to authorities, intervene, disrupt or

otherwise stop the human sex trafficking of Plaintiff.

93. By having knowledge of human sex trafficking at the Roosevelt Inn and negligently allowing the Plaintiff's harm to occur, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through its actual or apparent agents, servants and employees, caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

94. By negligently allowing the Plaintiff's harm to occur, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

95. By negligently allowing the Plaintiff's harm to occur, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees caused Plaintiff to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life, and loss of life's pleasures both in the past and in the future.

96. By renting rooms to individuals sex trafficking Plaintiff, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene,

disrupt or otherwise stop sex trafficking occurring on the premises of the Roosevelt Inn.

97. By renting rooms to individuals sex trafficking Plaintiff, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene, disrupt or otherwise stop sex trafficking occurring on the premises of the Days Inn.

98. By renting rooms to individuals sex trafficking the Plaintiff, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees failed to report, intervene, disrupt or otherwise stop sex trafficking occurring on the premises of the North American Motor Inns.

99. By renting rooms to individuals sex trafficking Plaintiff for commercial sex acts, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

100. By renting rooms to individuals sex trafficking Plaintiff for commercial sex acts, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

101. By renting rooms to individuals sex trafficking the Plaintiff for commercial sex acts, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

COUNT I - NEGLIGENCE

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC,**

102. The averments of Paragraphs 1 through 101 are incorporated herein by reference.

103. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Roosevelt Inn.

104. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees should have reasonably anticipated criminal conduct by third parties, including other guests, invitees or persons on the premises of the Roosevelt Inn.

105. Defendants Roosevelt Inn LCC, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Roosevelt Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of

human trafficking and sexual exploitation on the premises of the Roosevelt Inn.

106. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Roosevelt Inn, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the Roosevelt Inn on a repeated basis.

107. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the Roosevelt Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the Roosevelt Inn.

108. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the Roosevelt Inn, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the Roosevelt Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn,

Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Roosevelt Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Roosevelt Inn;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at

the Roosevelt Inn;

- n. Failing to conduct adequate surveillance of the premises of the Roosevelt Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

109. By renting rooms to Plaintiff's sex traffickers, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

110. As a result of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's negligence, Plaintiff was caused to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

111. As a result of Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the Roosevelt Inn.

112. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT II - NEGLIGENCE

**C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI
MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE
CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND
RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.**

113. The averments of Paragraphs 1 through 112 are incorporated herein by reference.

114. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Days Inn.

115. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati

Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.

individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of the Days Inn's business, should have reasonably anticipated criminal conduct on the part of third parties, including other guests and invitees of the premises of the Days Inn.

116. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Days Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the Days Inn.

117. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Days Inn, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex

traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the Days Inn on a repeated basis.

118. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the Days Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the Days Inn.

119. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experience that persons lawfully on the premises of the Days Inn, such as Plaintiff, would suffer serious bodily injury as a result of being victimized by violent crimes perpetrated by third persons on the premises of the Days Inn.

120. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the Days Inn, including Plaintiff, from

criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the Days Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Days Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Days Inn;

- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the Days Inn;
- n. Failing to conduct adequate surveillance of the premises of the Days Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

121. By renting rooms to Plaintiff's sex traffickers, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by and through their actual or apparent

agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

122. As a result Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., Plaintiff was caused to suffer physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

123. As a result of Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.'s negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the Days Inn.

124. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., and demands compensatory and punitive damages

in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT III – NEGLIGENCE

C.A. v. NORTH AMERICAN MOTOR INNS, INC., RAMARA, INC., AND ASHOKA INVESTMENTS AND MANAGEMENT SERVICES

125. The averments of Paragraphs 1 through 124 are incorporated herein by reference.

126. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the North American Motor Inns.

127. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees should have reasonably anticipated criminal conduct by third parties, including other guests, invitees or persons on the premises of the North American Motor Inns.

128. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the North American Motor Inns in a manner that did not endanger children or other persons, including Plaintiff. Moreover, the Defendants had a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the North American Motor Inns.

129. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the North American Motor Inns, such as Plaintiff, could be victimized by, or subjected to, criminal activities on the premises that would likely endanger their health, safety, and/or well-being. Moreover, Defendants breached their duty of care because they knew, or should have known, that adults working as sex traffickers were causing, by any means, minors, including Plaintiff, to be sexually exploited and trafficked at the North American Motor Inns on a repeated basis.

130. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, should have reasonably anticipated that it was reasonably foreseeable from their knowledge and/or past experiences that persons on the premises of the North American Motor Inns, including Plaintiff, would suffer serious bodily harm as a result of being victimized by violent crimes perpetrated by third parties on the premises of the North American Motor Inns.

131. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions to protect persons on the premises of the North American Motor Inns, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that person on the premises of the North American Motor Inns, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence of

Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the North American Motor Inns;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the North American Motor Inns;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;

- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the North American Motor Inns;
- n. Failing to conduct adequate surveillance of the premises of the North American Motor Inns;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts (Second), including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution, and diligence required under the circumstances.

132. By renting rooms to Plaintiff's sex traffickers, Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, breached the standard of good and prudent care by not reporting, intervening, disrupting or otherwise stopping the practice of traffickers committing commercial sex acts with a minor.

133. As a result of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services' negligence, Plaintiff was caused to suffer physical

harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

134. As a result of Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services' negligence, Defendants breached its duty to Plaintiff in not reporting, intervening, disrupting or otherwise stopping sex trafficking occurring at the North American Motor Inns.

135. Defendants North American Motor Inns, Inc., Ramara, Inc. and Ashoka Investments & Management Services acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IV – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC**

136. The averments of paragraphs 1 through 135 are incorporated herein by reference.

137. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly & proximately causing harm/damages to Plaintiff.

138. Defendants acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT V – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC,

139. The averments of paragraphs 1 through 138 are incorporated herein by reference.

140. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to Plaintiff.

141. Defendants acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc and demands compensatory and punitive

damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VI – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. v. NORTH AMERICAN MOTOR INNS, INC., INC., RAMARA, INC. AND
ASHOKA INVESTMENTS & MANAGEMENT SERVICES**

142. The averments of paragraphs 1 through 141 are incorporated herein by reference.

143. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, negligently committed the acts averred in this Complaint against the Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to the Plaintiff.

144. Defendants acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgement in her favor and against North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

**C.A. v. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND UFVS
MANAGEMENT COMPANY, LLC,**

145. The averments of paragraphs 1 through 144 are incorporated herein by reference.

146. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and

employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

147. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

148. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

149. Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the Roosevelt Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Roosevelt Inn would be victimized by, or subjected to, such criminal and/or violent acts.

150. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the Roosevelt Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

151. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, Defendants Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT VIII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

C.A. v. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.

152. The averments of paragraphs 1 through 151 are incorporated herein by reference.

153. Defendants, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

154. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably

sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

155. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

156. Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn, Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the Days Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Days Inn would be victimized by, or subjected to, such criminal and/or violent acts.

157. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the Days Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

158. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, Defendants 4200 Roosevelt, 4200 Rose Hospitality, Days Inn,

Surati Management Group, Days Inn by Wyndham, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IX – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

C.A. v. NORTH AMERICAN MOTOR INNS, INC., RAMARA, INC., AND ASHOKA INVESTMENTS & MANAGEMENT SERVICES

159. The averments of paragraphs 1 through 158 are incorporated herein by reference.

160. Defendants North American Motor Inns, Inc., North American Motor Inns, Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to take precautions against reasonably anticipated criminal conduct by third parties.

161. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, based on the place and character of its business and/or its past experience, was under a duty to provide a reasonably sufficient number of servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

162. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, knew or should have known that failure to hire, train, manage, supervise and/or control their agents and/or employees could lead to injury of patrons.

163. Defendants North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of security personnel to protect persons lawfully on the premises of the North American Motor Inns, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the North American Motor Inns would be victimized by, or subjected to, such criminal and/or violent acts.

164. As a direct and proximate result of Defendants' conduct, Plaintiff was sexually assaulted and exploited while on the premises of the North American Motor Inns, causing severe injuries to Plaintiff including, but not limited to, physical harm, a sexually transmitted disease, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

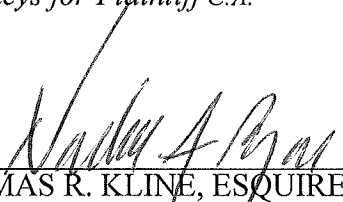
165. Due to Defendants failure to failure to hire, train, manage, supervise and/or control their agents and/or employees, North American Motor Inns, Inc., Ramara, Inc., and Ashoka Investments & Management Services, individually and/or by and through their actual or apparent agents, servants and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff C.A. demands judgment in her favor and against all Defendants and demands compensatory and punitive damages in excess of Fifty Thousand

(\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

KLINE & SPECTER, P.C.

Attorneys for Plaintiff C.A.

BY: 
THOMAS R. KLINE, ESQUIRE
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
KYLE B. NOCHO, ESQUIRE

DATED: 3-27-19

VERIFICATION

I, C [REDACTED] A [REDACTED], hereby state that I am the Plaintiff in the within matter, and as such verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

C [REDACTED] A [REDACTED]
[REDACTED]

EXHIBIT “B”



235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



National Association of
Professional Process Servers

C.A. c/o Kline & Specter, P.C.

COURT Court of Common Pleas of Pennsylvania
Philadelphia County
Filed in Court by the
Office of Judicial Records

-VS-

Roosevelt Inn LLC, and Roosevelt Inn LLC dba Roosevelt Inn, et al

CASE NUMBER 1903-3355

04 APR 2019 11:33 am

G. IMPERATO

AFFIDAVIT

State of Pennsylvania
County of Philadelphia

B&R Control # CS160877.04

Reference Number

James G. Robinson, being duly sworn according to law, deposes and says that he/she is the process server/sheriff herein named, and that the facts set forth below are true and correct to the best of their knowledge, information and belief.

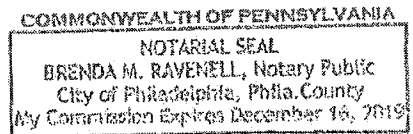
On 3/28/2019 we received the **Complaint** and that service was effected upon **4200 Rose Hospitality, LLC and 4200 Rose Hospitality dba Days Inn** at **4200 Roosevelt Boulevard, Philadelphia, PA 19124** on **03/28/2019 at 10:12 AM**, in the manner described below:

By service upon: Asif, Manager as an agent or person authorized to accept service at usual place of business.

Description:

Gender: **Male** Race/Skin: **Indian** Age: **40 - 50 Yrs.** Weight: **131-160 Lbs.** Height: **5ft9in - 6ft0in** Hair: **Black**
Glasses: **Yes** Other:

Service Notes:



Sworn to and subscribed before me this

3RD day of April 2019

Brenda M. Ravenell
Notary Public

Process Server/Sheriff

[Signature]

ATTEMPTS:

Client Phone (215) 772-1000

: Filed Date: 3/27/2019 BR Serve By: 03/28/2019

Nadeem A. Bezar, Esquire
Kline and Specter, P.C.
1525 Locust Street
19th Floor
Philadelphia, PA 19102



ORIGINAL

Case ID: 190303355

Case ID: 190303355

Control No.: 19041986

EXHIBIT “C”

Pagan, Jessica

From: Bezar, Nadeem
Sent: Monday, April 15, 2019 5:04 PM
To: Virginia Hardwick
Cc: Marks, Emily; Pagan, Jessica
Subject: Re: BH v. 4200 et al

Sounds good

Nadeem Bezar
Kline & Specter P.C.
1525 Locust Street
Philadelphia PA 19102
Nadeem.Bezar@klinespecter.com
215-772-0522
www.klinespecter.com

Sent from my iPhone

On Apr 15, 2019, at 5:02 PM, Virginia Hardwick <vhardwick@hardwickbenfer.com> wrote:

CA v. 4200 Roosevelt d/b/a Days Inn, et al
BH v. 4200 Roosevelt d/b/a/ Days Inn, et al

Dear Nadeem,

As further follow up to our call last week, we do not plan to file PO's as to the two cases above. We appreciate your offer of an extension of time to answer. I understand that you spoke to Debra Wilson from Erie and consented to a 30-day extension of time to answer. Accordingly, I will calendar the answer due date as Thursday, May 16.

I appreciate your courtesy and professionalism, and will be in touch soon,

Thanks,

Ginger Hardwick

Virginia L. Hardwick, Esq.

Hardwick Benfer, LLC
179 North Broad Street
Doylestown, PA 18901
Office: (215) 230-1912
Fax: (215) 230-1913
Cell: (267) 614-6739
www.hardwickbenfer.com

<image001.png>

Email communications do not alone form an attorney client relationship. An attorney client relationship is formed only by mutual agreement with the signing of a written retainer agreement.

Civil Administration

L. SATCHELL

BLANK ROME LLP

BY: Grant S. Palmer, Esquire
Attorney Bar I.D. No.: 57686
James J. Quinlan, Esquire
Attorney Bar I.D. No.: 200944
Daniel E. Oberdick, Esquire
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quinlan@blankrome.com
doberdick@blankrome.com

*Attorneys for Defendants,
Roosevelt Inn LLC d/b/a Roosevelt Inn
Roosevelt Motor Inn, Inc. and
UFVS Management Company, LLC*

C.A.,	:	COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY
Plaintiff	:	
	:	CIVIL TRIAL DIVISION
v.	:	
	:	MARCH TERM, 2019
ROOSEVELT INN LLC	:	NO. 3355
d/b/a ROOSEVELT INN, et al.,	:	
Defendants.	:	JURY TRIAL DEMANDED
	:	

**DEFENDANTS ROOSEVELT INN LLC, ET AL.'S REPLY IN SUPPORT OF
THEIR PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT**

Defendants' Reply does not address the punitive damages argument of their Preliminary Objections, which was sufficiently set forth in their initial filing. Rather, the instant Reply seeks to address Plaintiff's claim that Paragraphs 48, 50, and 52 – 67 of the Complaint are sufficiently specific because "[n]o other similarly situated Defendant has filed Preliminary Objections in this case." This is a red herring and fails to substantiate Plaintiff's claim that the paragraphs in dispute are sufficiently specific.

Plaintiff's argument belies reality, having failed to disclose that her Opposition was filed before any of the other co-defendants were represented by counsel. As a result, Plaintiff's Opposition was filed at a time when no other party could have possibly filed Preliminary Objections to her Complaint. Since filing her Opposition, however, co-defendants have similarly

objected to Paragraphs 48, 50 and 52 – 67 as lacking the specificity required by Pennsylvania law. More specifically, Plaintiff filed her Opposition on May 6, 2019, one full day before counsel for co-defendants 4200 Rose Hospitality LLC and 4200 Roosevelt LLC entered their appearance. *See* Docket, attached hereto as Exhibit “A.” Since that time, co-defendants have joined in, incorporated and asserted Defendants’ Preliminary Objections, including Defendants’ objection to the insufficiently specific allegations contained in Paragraphs 48, 50, and 52 – 67. As co-defendants have similarly recognized, Paragraphs 48, 50, and 52 – 67 fail to set forth facts particular to any one of the individual hotel defendants and instead ask those same parties to respond to overbroad, generalized allegations collectively asserted against all hotel defendants, in violation of Pennsylvania law. Therefore, Paragraphs 48, 50, and 52 – 67 must be stricken for being insufficiently specific.

Respectfully Submitted,

BLANK ROME LLP

/s/ Daniel E. Oberdick
 Grant S. Palmer (PA ID# 57686)
 James J. Quinlan (PA ID# 200944)
 Daniel E. Oberdick (PA ID# 309767)
 BLANK ROME LLP
 One Logan Square
 130 N. 18th Street
 Philadelphia, PA 19103
 (215) 569-5500

Dated: May 9, 2019

CERTIFICATE OF SERVICE

I, Daniel E. Oberdick, Esquire, hereby certify that, on this 9th day of May 2019, I caused a true and correct copy of Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's Reply in Support of Preliminary Objections to be served via electronic and/or first class mail upon the following:

Thomas R. Kline, Esquire
Nadeem A. Bezar, Esquire
Emily B. Marks, Esquire
Kyle Nocho, Esquire
Kline & Specter, P.C.
1525 Locust Street
Philadelphia, PA 19102

Attorneys for Plaintiff

And

Philip D. Priore, Esquire
Brian J. Callahan, Esquire
McCormick & Priore, P.C.
Four Penn Center
1600 JFK Blvd., Suite 800
Philadelphia, PA 19103

*Attorneys for Defendants
4200 Roosevelt LLC and
4200 Rose Hospitality LLC d/b/a Days Inn*

And

Wyndham Worldwide Corporation
22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

Wyndham Hotel Group LLC
22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

Wyndham Hotels and Resorts LLC
22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

Wyndham Hotel Management Inc.
22 Sylvan Way
Parsippany, NJ 07054

Defendant

And

North American Motor Inns Inc.
4444 City Ave.
Philadelphia, PA 19131

Defendant

And

Ramara Inc.
1003 Spruce Street
Philadelphia, PA 19107

Defendant

And

Ashoka Investments & Management Services
27A Iris Ave.
San Francisco, CA 94118

Defendant

And

Surati Management Group
121 Drew Dr.
Langhorne, PA 19053

Defendant

And

Days Inn by Wyndham
4200 Roosevelt Blvd.
Philadelphia, PA 19124

Defendant

/s/ Daniel E. Oberdick
DANIEL E. OBERDICK

Civil Administration

L. SATCHELL

EXHIBIT A



No Items in Cart

LOGIN

Civil Docket Report

A \$5 Convenience fee will be added to the transaction at checkout.

Case Description

Case ID: 190303355
Case Caption: A. VS ROOSEVELT INN LLC AND ROOSEVELT INN LLC D/B/
Filing Date: Wednesday, March 27th, 2019
Court: MAJOR JURY-STANDARD
Location: City Hall
Jury: JURY
Case Type: PERSONAL INJURY - OTHER
Status: WAITING TO LIST CASE MGMT CONF

Related Cases

No related cases were found.

Case Event Schedule

No case events were found.

Case motions

Motion	Assign/Date	Control No	Date/Received	Judge
PRELIMINARY OBJECTIONS	08-MAY-2019	19041986	16-APR-2019	NEW, ARNOLD L

Case Parties

Seq #	Assoc	Expn Date	Type	Name
1			ATTORNEY FOR PLAINTIFF	BEZAR, NADEEM A
Address:	KLINE & SPECTER, P.C. 1525 LOCUST STREET PHILADELPHIA PA 19102 (215)772-0522	Aliases:	none	
2	1		PLAINTIFF	A, C
Address:	KLINE & SPECTER PC	Aliases:	none	

	1525 LOCUST ST PHILADELPHIA PA 19102			
3			DEFENDANT	WYNDHAM WORLDWIDE CORPORATION
Address:	22 SYLVAN WAY PARSIPPANY NJ 07054	Aliases:	none	
4			DEFENDANT	WYNDHAM HOTEL GROUP LLC
Address:	22 SYLVAN WAY PARSIPPANY NJ 07054	Aliases:	none	
5			DEFENDANT	WYNDHAM HOTELS AND RESORTS LLC
Address:	22 SYLVAN WAY PARSIPPANY NJ 07054	Aliases:	none	
6			DEFENDANT	WYNDHAM HOTEL MANAGEMENT INC
Address:	22 SYLVAN WAY PARSIPPANY NJ 07054	Aliases:	none	
7			DEFENDANT	NORTH AMERICAN MOTOR INNS INC DBA
Address:	4444 CITY AVE PHILADELPHIA PA 19131	Aliases:	NORTH AMERICAN MOTOR INNS	
8			DEFENDANT	RAMARA INC
Address:	1003 SPRUCE ST PHILADELPHIA PA 19107	Aliases:	none	
9			DEFENDANT	ASHOKA INVESTMENTS & MANAGEMENT SERVICES
Address:	27A IRIS AVE	Aliases:	none	

		SAN FRANCISCO CA 94118		
10	21		DEFENDANT	ROOSEVELT INN LLC AND ROOSEVELT INN LLC D/B/A ROOSEVELT INN
Address:	7630 ROOSEVELT BLVD PHILADELPHIA PA 19152	Aliases:	<i>none</i>	
11	21		DEFENDANT	ROOSEVELT MOTOR INN INC
Address:	7630 ROOSEVELT BLVD PHILADELPHIA PA 19152	Aliases:	<i>none</i>	
12	21		DEFENDANT	UFVS MANAGEMENT COMPANY LLC
Address:	287 BOWMAN AVE PURCHASE NY 10577	Aliases:	<i>none</i>	
13	24		DEFENDANT	4200 ROOSEVELT LLC AND 4200 ROOSEVELT LLC D/B/A DAYS INN
Address:	4200 ROOSEVELT BLVD PHILADELPHIA PA 19124	Aliases:	<i>none</i>	
14	24		DEFENDANT	4200 ROSE HOSPITALITY LLC AND 4200 ROSE HOSPITALITY D/B/A
Address:	4200 ROOSEVELT BLVD PHILADELPHIA PA 19124	Aliases:	DAYS INN	
15			DEFENDANT	DAYS INN
Address:	4200 ROOSEVELT BLVD PHILADELPHIA PA 19124	Aliases:	<i>none</i>	

16			DEFENDANT	SURATI MANAGEMENT GROUP
Address:	121 DREW DR LANGHORNE PA 19053	Aliases:	<i>none</i>	
17			DEFENDANT	DAYS INN BY WYNDHAM D/B/A DAYS INN
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18			TEAM LEADER	NEW, ARNOLD L
Address:	606 CITY HALL PHILADELPHIA PA 19107 (215)686-7260	Aliases:	<i>none</i>	
19	1		ATTORNEY FOR PLAINTIFF	NOCHO, KYLE B
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20	1		ATTORNEY FOR PLAINTIFF	MARKS, EMILY B
Address:	KLINE & SPECTER, P.C. 1525 LOCUST STREET PHILADELPHIA PA 19102 (215)772-0524	Aliases:	<i>none</i>	
21			ATTORNEY	OBERDICK JR., DANIEL E

FOR
DEFENDANT

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ATTORNEY
FOR



CALLAHAN, BRIAN J






DEFENDANT






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KENNEDY BLVD
PHILADELPHIA PA
19103
(215)972-0161






Aliases: none






Docket Entries









Filing Date/Time	Docket Type	Filing Party	Disposition Amount	Approval/Entry Date
27-MAR-2019 08:50 AM	ACTIVE CASE			27-MAR-2019 09:39 AM
Docket Entry:	E-Filing Number: 1903006947			
27-MAR-2019 08:50 AM	COMMENCEMENT CIVIL ACTION JURY	BEZAR, NADEEM A		27-MAR-2019 09:39 AM
Documents:	Click link(s) to preview/purchase the documents Final Cover  Click HERE to purchase all documents related to this one docket entry			
Docket Entry:	none.			
27-MAR-2019 08:50 AM	COMPLAINT FILED NOTICE GIVEN	BEZAR, NADEEM A		27-MAR-2019 09:39 AM
Documents:	Click link(s) to preview/purchase the documents Complaint.pdf  Click HERE to purchase all documents related to this one docket entry			
Docket Entry:	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED.			
27-MAR-2019 08:50 AM	JURY TRIAL PERFECTED	BEZAR, NADEEM A		27-MAR-2019 09:39 AM
Docket Entry:	12 JURORS REQUESTED.			
27-MAR-2019 08:50 AM	WAITING TO LIST CASE MGMT CONF	BEZAR, NADEEM A		27-MAR-2019 09:39 AM
Docket Entry:	none.			

01-APR-2019 02:12 PM	ATTEMPTED SERVICE - NOT FOUND			01-APR-2019 02:14 PM
Documents:	Click link(s) to preview/purchase the documents 160877.08_AFFIDAVIT_B2E2A1DF-3128-4747-9E08-879F6F4DA16C.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	RAMARA, INC. NOT FOUND ON 03/28/2019.			
03-APR-2019 11:21 AM	AFFIDAVIT OF SERVICE FILED			03-APR-2019 11:22 AM
Documents:	Click link(s) to preview/purchase the documents 160877.07_AFFIDAVIT_34FFF16B-4587-7B4B-A5E8-A859453381AA.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	AFFIDAVIT OF SERVICE OF COMPLAINT UPON NORTH AMERICAN MOTOR INNS INC DBA BY PERSONAL SERVICE ON 03/28/2019 FILED.			
04-APR-2019 11:23 AM	AFFIDAVIT OF SERVICE FILED			04-APR-2019 11:30 AM
Documents:	Click link(s) to preview/purchase the documents 160877.01_AFFIDAVIT_CC20C61E-3E55-EE40-867A-AA244B79B289.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON ROOSEVELT INN LLC AND ROOSEVELT INN LLC D/B/A ROOSEVELT INN BY PERSONAL SERVICE ON 03/28/2019 FILED.			
04-APR-2019 11:25 AM	AFFIDAVIT OF SERVICE FILED			04-APR-2019 11:30 AM
Documents:	Click link(s) to preview/purchase the documents 160877.02_AFFIDAVIT_9E5BE1A6-51B6-2445-9D26-B132F55D6AB1.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	AFFIDAVIT OF SERVICE OF COMPLAINT UPON ROOSEVELT MOTOR INN INC BY PERSONAL SERVICE ON 03/28/2019 FILED.			
04-APR-2019 11:28 AM	AFFIDAVIT OF SERVICE FILED			04-APR-2019 11:30 AM
Documents:	Click link(s) to preview/purchase the documents 160877.03_AFFIDAVIT_11301F2A-C098-CA4C-943B-858222C0FF79.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON 4200 ROOSEVELT LLC AND 4200 ROOSEVELT LLC D/B/A DAYS INN BY PERSONAL SERVICE ON 03/28/2019 FILED.			

04-APR-2019 11:33 AM	AFFIDAVIT OF SERVICE FILED			04-APR-2019 11:35 AM
Documents:	Click link(s) to preview/purchase the documents 160877.04_AFFIDAVIT_15F46754-BCA0-774E-957C-F42362B429A9.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	AFFIDAVIT OF SERVICE OF COMPLAINT UPON 4200 ROSE HOSPITALITY LLC AND 4200 ROSE HOSPITALITY D/B/A BY PERSONAL SERVICE ON 03/28/2019 FILED.			
04-APR-2019 11:35 AM	AFFIDAVIT OF SERVICE FILED			04-APR-2019 11:36 AM
Documents:	Click link(s) to preview/purchase the documents 160877.05_AFFIDAVIT_6E715B0E-FAE3-CE4F-BC82-81F2516634C1.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	AFFIDAVIT OF SERVICE OF COMPLAINT UPON DAYS INN BY PERSONAL SERVICE ON 03/28/2019 FILED.			
04-APR-2019 11:37 AM	AFFIDAVIT OF SERVICE FILED			04-APR-2019 11:46 AM
Documents:	Click link(s) to preview/purchase the documents 160877.06_AFFIDAVIT_D216D89E-C826-7540-BA2F-37DD63355CE8.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	AFFIDAVIT OF SERVICE OF COMPLAINT UPON DAYS INN BY WYNDHAM D/B/A DAYS INN BY PERSONAL SERVICE ON 03/28/2019 FILED.			
04-APR-2019 12:39 PM	ENTRY OF APPEARANCE	NOCHO, KYLE B		04-APR-2019 01:12 PM
Documents:	Click link(s) to preview/purchase the documents (8)_EOA-KBN.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	ENTRY OF APPEARANCE OF KYLE B NOCHO FILED. (FILED ON BEHALF OF C A)			
05-APR-2019 10:15 AM	ENTRY OF APPEARANCE	MARKS, EMILY B		05-APR-2019 10:18 AM
Documents:	Click link(s) to preview/purchase the documents (9)_EOA-EBM.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	ENTRY OF APPEARANCE OF EMILY B MARKS FILED. (FILED ON BEHALF OF C A)			
08-APR-2019	AFFIDAVIT OF SERVICE	BEZAR, NADEEM		08-APR-2019

01:02 PM	FILED	A		01:15 PM
Documents:	Click link(s) to preview/purchase the documents (10) AOS-Wyndham Hotel Group, LLC.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON WYNDHAM HOTEL GROUP LLC BY CERTIFIED MAIL ON 03/29/2019 FILED. (FILED ON BEHALF OF C A)			
08-APR-2019 01:05 PM	AFFIDAVIT OF SERVICE FILED	BEZAR, NADEEM A		08-APR-2019 01:16 PM
Documents:	Click link(s) to preview/purchase the documents (11) AOS-Wyndham Hotels and Resorts LLC.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON WYNDHAM HOTELS AND RESORTS LLC BY CERTIFIED MAIL ON 03/29/2019 FILED. (FILED ON BEHALF OF C A)			
08-APR-2019 01:06 PM	AFFIDAVIT OF SERVICE FILED	BEZAR, NADEEM A		08-APR-2019 01:16 PM
Documents:	Click link(s) to preview/purchase the documents (12) AOS-Wyndham Worldwide Corporation.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON WYNDHAM WORLDWIDE CORPORATION BY CERTIFIED MAIL ON 03/29/2019 FILED. (FILED ON BEHALF OF C A)			
08-APR-2019 01:08 PM	AFFIDAVIT OF SERVICE FILED	BEZAR, NADEEM A		08-APR-2019 01:16 PM
Documents:	Click link(s) to preview/purchase the documents (13) AOS-Wyndham Hotel Management Inc.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON WYNDHAM HOTEL MANAGEMENT INC BY CERTIFIED MAIL ON 03/29/2019 FILED. (FILED ON BEHALF OF C A)			
08-APR-2019 01:56 PM	AFFIDAVIT OF SERVICE FILED	BEZAR, NADEEM A		08-APR-2019 02:07 PM
Documents:	Click link(s) to preview/purchase the documents (14) AOS-UFVS Management Company.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON UFVS MANAGEMENT COMPANY LLC BY CERTIFIED MAIL ON 03/29/2019 FILED. (FILED ON BEHALF OF C A)			

10-APR-2019 08:45 AM	AFFIDAVIT OF SERVICE FILED			10-APR-2019 09:35 AM
Documents:	Click link(s) to preview/purchase the documents 160877.09.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	AFFIDAVIT OF SERVICE OF COMPLAINT UPON SURATI MANAGEMENT GROUP BY SHERIFF SERVICE BUCKS ON 04/02/2019 FILED.			
15-APR-2019 05:59 PM	ENTRY OF APPEARANCE	OBERDICK JR., DANIEL E		16-APR-2019 09:25 AM
Documents:	Click link(s) to preview/purchase the documents PDF CA v Roosevelt et al - EOAs of GSP JJQ and DEO 4-15-19.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	ENTRY OF APPEARANCE OF GRANT S PALMER, DANIEL E OBERDICK AND JAMES J QUINLAN FILED. (FILED ON BEHALF OF UFVS MANAGEMENT COMPANY LLC, ROOSEVELT MOTOR INN INC AND ROOSEVELT INN LLC AND ROOSEVELT INN LLC D/B/A ROOSEVELT INN)			
15-APR-2019 06:05 PM	PRELIMINARY OBJECTIONS	OBERDICK JR., DANIEL E		16-APR-2019 09:25 AM
Documents:	Click link(s) to preview/purchase the documents PDF CA v Roosevelt et al - POs to Complaint 4-15-19.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	86-19041986 PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT FILED. RESPONSE DATE: 05/06/2019 (FILED ON BEHALF OF UFVS MANAGEMENT COMPANY LLC, ROOSEVELT MOTOR INN INC AND ROOSEVELT INN LLC AND ROOSEVELT INN LLC D/B/A ROOSEVELT INN)			
23-APR-2019 01:33 PM	AFFIDAVIT OF SERVICE FILED	MARKS, EMILY B		23-APR-2019 01:40 PM
Documents:	Click link(s) to preview/purchase the documents AOS-Ashoka Investments.pdf			 Click HERE to purchase all documents related to this one docket entry
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON ASHOKA INVESTMENTS & MANAGEMENT SERVICES BY CERTIFIED MAIL ON 04/18/2019 FILED. (FILED ON BEHALF OF C A)			
25-APR-2019 08:32 AM	AFFIDAVIT OF SERVICE FILED			25-APR-2019 09:24 AM
Documents:	Click link(s) to preview/purchase the documents 160877.10_AFFIDAVIT_E6501D76-B201-344F-91D7-86A2FCC764D1.pdf			 Click HERE to purchase all documents related to this one docket entry

Docket Entry:		AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON RAMARA INC BY PERSONAL SERVICE ON 03/28/2019 FILED.		
30-APR-2019 03:44 PM	PRAECIPE TO REINSTATE CMPLT	MARKS, EMILY B		30-APR-2019 03:45 PM
Documents:	 Click link(s) to preview/purchase the documents (24) Praecipe to Reinstate Complaint.pdf		 Click HERE to purchase all documents related to this one docket entry	
Docket Entry:	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 REINSTATED. (FILED ON BEHALF OF C A)			
06-MAY-2019 12:38 PM	ANSWER TO PRELIMINARY OBJCTNS	BEZAR, NADEEM A		06-MAY-2019 03:49 PM
Documents:	 Click link(s) to preview/purchase the documents (25) Plaintiffs Response to Pos.pdf		 Click HERE to purchase all documents related to this one docket entry	
Docket Entry:	86-19041986 ANSWER IN OPPOSITION OF PRELIMINARY OBJECTIONS FILED. (FILED ON BEHALF OF C A)			
07-MAY-2019 01:58 PM	ENTRY OF APPEARANCE	PRIORE, PHILIP D		07-MAY-2019 02:03 PM
Documents:	 Click link(s) to preview/purchase the documents Entry w.jury demand.pdf		 Click HERE to purchase all documents related to this one docket entry	
Docket Entry:	ENTRY OF APPEARANCE OF PHILIP D PRIORE AND BRIAN J CALLAHAN FILED. (FILED ON BEHALF OF 4200 ROSE HOSPITALITY LLC AND 4200 ROSE HOSPITALITY D/B/A AND 4200 ROOSEVELT LLC AND 4200 ROOSEVELT LLC D/B/A DAYS INN)			
07-MAY-2019 01:58 PM	JURY TRIAL PERFECTED	PRIORE, PHILIP D		07-MAY-2019 02:03 PM
Docket Entry:	12 JURORS REQUESTED.			
07-MAY-2019 02:01 PM	JOINDER-PRELIM. OBJECT. FILED	PRIORE, PHILIP D		08-MAY-2019 11:48 AM
Documents:	 Click link(s) to preview/purchase the documents Joinder in Co-def POs.pdf		 Click HERE to purchase all documents related to this one docket entry	
Docket Entry:	86-19041986 JOINDER TO PRELIMINARY OBJECTIONS FILED. (FILED ON BEHALF OF 4200 ROSE HOSPITALITY LLC AND 4200 ROSE HOSPITALITY D/B/A AND 4200 ROOSEVELT LLC AND 4200 ROOSEVELT LLC D/B/A DAYS INN)			

Case ID: 19030

08-MAY-2019 01:20 PM	PRELIM OBJECTIONS ASSIGNED			08-MAY-2019 01:20 PM
Docket Entry:	86-19041986 PRELIMINARY OBJECTIONS ASSIGNED TO JUDGE: NEW, ARNOLD L. ON DATE: MAY 08, 2019			

[▶ Case Description](#)[▶ Related Cases](#)[▶ Event Schedule](#)[▶ Case Parties](#)[▶ Docket Entries](#)[Search Home](#)[Return to Results](#)

Civil Administration

J. DEMPSTER

McCORMICK & PRIORE, P.C.

By: Philip D. Priore, Esquire
Brian J. Callahan, Esquire

Attorney ID #38987/200815

Four Penn Center

1600 JFK Blvd., Suite 800

Philadelphia, PA 19103

T: 215-972-0161

F: 215-972-5580

ppriore@mccormickpriore.com

bcallahan@mccormickpriore.com

Attorneys for Defendants,
4200 Roosevelt LLC and
4200 Rose Hospitality LLC
d/b/a Days Inn

C.A.	:	COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY
	:	
vs.	:	
	:	MARCH TERM, 2019
ROOSEVELT INN LLC, ET AL.	:	NO. 3355
	:	

**4200 ROOSEVELT, LLC'S AND 4200 ROSE HOSPITALITY, LLC D/B/A DAYS INN'S
REPLY IN SUPPORT OF THEIR JOINDER IN THE PRELIMINARY OBJECTIONS
OF ROOSEVELT INN, LLC D/B/A ROOSEVELT INN, ROOSEVELT MOTOR INN
AND UFVS MANAGEMENT COMPANY, LLC**

Defendants, 4200 Roosevelt, LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn
(hereafter collectively referred to as "the Days Inn"), by and through their attorneys, McCormick
& Priore, P.C., hereby submit the following Reply in support of their Joinder in the Preliminary
Objections of Roosevelt Inn, LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn and UFVS
Management Company, LLC (hereafter collectively referred to as "Co-defendants"), as follows:

Plaintiff's allegations that the Days Inn's Joinder in Co-defendants' Preliminary
Objections was untimely is without merit, and plaintiff's Response fails to reference all events
preceding the filing of the Joinder. Specifically, Philip D. Priore, Esq., counsel of record for the
Days Inn in this matter, spoke with plaintiff's counsel, Nadeem Bezar, Esq., on May 6, 2019, and
requested Mr. Bezar's agreement for the Days Inn to file a Joinder in Co-defendants' Preliminary
Objections. Mr. Bezar agreed to this request, particularly because the Days Inn was not filing

new Preliminary Objections but rather only joining in the Preliminary Objections already pending before the Court. The Days Inn filed its Joinder only after reaching this agreement with Mr. Bezar. Per a subsequent phone call with Mr. Bezar, after the Joinder was filed on May 7, 2019, there was apparently some misunderstanding as to the scope of the Joinder to the co-defendants' Preliminary Objections. Nevertheless, an agreement was reached for Days Inn to file the Joinder, thereby mooting any timeliness issue.

Perhaps most importantly, no prejudice exists for the Court to consider the Joinder of the Days Inn to its co-defendants' Preliminary Objections. The allegations at issue in those preliminary objections involve allegations and claims that are identical as to both the Days Inn and the co-defendants. The Court will rule, one way or the other, on the validity of those allegations and claims per the Preliminary Objections of co-defendants, and that ruling will dictate the same outcome as to the Days Inn' Preliminary Objections. No prejudice can therefore be shown by plaintiff by the filing of Days Inn's Joinder in those Preliminary Objections.

For the reasons set forth in Co-defendants' Preliminary Objections and the Days Inn's Joinder in those Preliminary Objections, paragraphs 48, 50 and 52-67 of the Complaint, as well as all punitive damages claims against the Days Inn, should be stricken with prejudice.

McCORMICK & PRIORE, P.C.

BY: /s/ *Philip D. Priore*
 Philip D. Priore, Esquire
 Brian J. Callahan, Esquire
 Attorney for Defendants,
 4200 Roosevelt, LLC and 4200 Rose
 Hospitality, LLC d/b/a Days Inn

Dated: 5/10/19

McCORMICK & PRIORE, P.C.

By: Philip D. Priore, Esquire
Brian J. Callahan, Esquire

Attorney ID #38987/200815

Four Penn Center

1600 JFK Blvd., Suite 800

Philadelphia, PA 19103

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ppriore@mccormickpriore.com

bcallahan@mccormickpriore.com

Attorneys for Defendants,
4200 Roosevelt LLC and
4200 Rose Hospitality LLC
d/b/a Days Inn

C.A.	:	COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY
	:	
vs.	:	
	:	MARCH TERM, 2019
ROOSEVELT INN LLC, ET AL.	:	NO. 3355

CERTIFICATE OF SERVICE

I, Philip D. Priore, Esquire, hereby certify that on this 10th day of May, 2019, I caused to be served a true and correct copy of the foregoing Reply in Support of Joinder in Preliminary Objections, via electronic service and/or first class U.S. First Class mail, postage prepaid, to the following:

Thomas R. Kline, Esquire
Nadeem A. Bezar, Esquire
Emily B. Marks, Esquire
Kyle B. Nocho, Esquire
Kline & Specter, P.C.
1525 Locust Street
Philadelphia, PA 19102
Attorney for Plaintiffs

Daniel E. Oberdick, Jr., Esquire
James J. Quinlan, Esquire
Grant S. Palmer, Esquire
Blank Rome LLP
18th & Cherry Streets
One Logan Square, 4th Floor
Philadelphia, PA 19103

Attorneys for UFVS Management Company, LLC, Roosevelt Motor Inn Inc. and Roosevelt Inn LLC

/s/Philip D. Priore
Philip D. Priore, Esquire

FILED

06 MAY 2019 12:38 pm

Civil Administration

J. YOUNGE

C.A.	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	
V.	:	MARCH TERM, 2019
	:	NO.: 03355
ROOSEVELT INN LLC, ROOSEVELT INN LLC	:	
d/b/a ROOSEVELT INN, ROOSEVELT MOTOR	:	
INN, INC., UFVS MANAGEMENT COMPANY	:	
LLC, 4200 ROOSEVELT LLC, 4200	:	
ROOSEVELT LLC d/b/a DAYS INN, DAYS INN,	:	
SURATI MANAGEMENT GROUP, DAYS	:	
INN BY WYNDHAM d/b/a DAYS INN,	:	
WYNDHAM WORLDWIDE CORPORATION,	:	
WYNDHAM HOTELS AND RESORTS, LLC,	:	
WYNDHAM HOTEL MANAGEMENT, INC.,	:	
NORTH AMERICAN MOTOR INNS, INC. d/b/a	:	
NORTH AMERICAN MOTOR INNS, RAMARA,	:	
INC., ASHOKA INVESTMENTS &	:	
MANAGEMENT SERVICES	:	
Defendants.	:	


DOCKETED
MAY 10 2019
S. HARVEY, JR
CIVIL TRIAL DIVISION

AND NOW, this 9th day of May, 2019, upon consideration of Plaintiff

C.A.'s Response in Opposition to Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC's Preliminary Objection's to Plaintiff's Complaint, and any response thereto, it is hereby;

ORDERED and **DECREED** that Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC's Preliminary Objections are **OVERRULED**. ~~Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC's shall file an Answer to Plaintiff's Complaint within 20 (twenty) days from the date of this Order.~~

BY THE COURT:



A. Vs Roosevelt Inn Llc-ORDER



19030335500033

Case ID: 190303355
 Control No.: 19041986

Civil Administration

L. SATCHELL

KLINE & SPECTER, P.C.

Attorneys for Plaintiff

BY: THOMAS R. KLINE, ESQUIRE/28895
NADEEM A. BEZAR, ESQUIRE/63577
EMILY B. MARKS, ESQUIRE/204405
KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
Philadelphia, Pennsylvania 19102
(215) 772-1000

C.A.	:	PHILADELPHIA COUNTY
	:	
	:	
Plaintiff,	:	
	:	
V.	:	
	:	MARCH TERM, 2019
	:	NO.: 03355
ROOSEVELT INN LLC, ROOSEVELT INN LLC	:	
d/b/a ROOSEVELT INN, ROOSEVELT MOTOR	:	
INN, INC., UFVS MANAGEMENT COMPANY	:	
LLC, 4200 ROOSEVELT LLC, 4200	:	
ROOSEVELT LLC d/b/a DAYS INN, DAYS INN,	:	
SURATI MANAGEMENT GROUP, DAYS	:	
INN BY WYNDHAM d/b/a DAYS INN,	:	
WYNDHAM WORLDWIDE CORPORATION,	:	
WYNDHAM HOTELS AND RESORTS, LLC,	:	
WYNDHAM HOTEL MANAGEMENT, INC.,	:	
NORTH AMERICAN MOTOR INNS, INC. d/b/a	:	
NORTH AMERICAN MOTOR INNS, RAMARA,	:	
INC., ASHOKA INVESTMENTS &	:	
MANAGEMENT SERVICES	:	
Defendants.	:	

**PLAINTIFF'S SUR-REPLY IN OPPOSITION TO THE PRELIMINARY OBJECTIONS
FILED BY DEFENDANTS ROOSEVELT INN, LLC D/B/A ROOSEVELT INN,
ROOSEVELT MOTOR INN AND UFVS MANAGEMENT COMPANY, LLC TO
PLAINTIFF'S COMPLAINT**

The Roosevelt Defendants' Reply in Support of Their Preliminary Objection is as mean-spirited as it is ignorant. The Roosevelt Defendants sole focus of their Reply is one sentence in Plaintiff's Response and Memorandum of Law in Opposition that "no other similarly situated Defendant has filed Preliminary Objections in this case." The Roosevelt Defendants wrongly assert that Plaintiff failed to disclose in her Response that no other defendants were represented by counsel at the time Plaintiff's Response was filed on May 6, 2019 and therefore could not

have filed Preliminary Objections. First, the time-period to file Preliminary Objections does not begin when counsel enters their appearance, it begins when service is effectuated. The time-period for all Defendants to file Preliminary Objections was expired at the time Plaintiff filed her Response, with the exception of Ashoka Investments & Management Services.¹

Secondly, Plaintiff's counsel communicated with counsel for all Defendants, with the exception of Defendant Ashoka Investments & Management Services, well in advance of when Plaintiff's Response and Memorandum of Law in Opposition to the Roosevelt Defendants' Preliminary Objections was filed. Plaintiff's counsel was aware of which counsel represented each party although counsel for the other co-Defendants may have kept counsel for the Roosevelt Defendants out of the loop. Counsel for the co-defendants in the case were listed on the Certificate of Service attached to Plaintiff's Response and Memorandum of Law in Opposition to the Roosevelt Defendants' Preliminary Objections that counsel for the Roosevelt Defendants clearly ignored. Counsel for the following parties have reached out to and communicated with Plaintiff's counsel:

John McCreesh, Esquire
Law Offices of McCreesh, McCreesh, McCreesh & Cannon
7053 Terminal Square
Upper Darby, PA 19082
Counsel for North American Motor Inns and Ramara, Inc.

Virginia L. Hardwick, Esquire
Hardwick Benfer, LLC
179 North Broad Street
Doylestown, PA 18901
Counsel for 4200 Roosevelt d/b/a Days Inn, et. al.

¹ Ashoka Investments & Management Services (AIMS) is or was the management company for North American Motor Inns and is attempting to evade service. Its President, Ashok Kumar Bhatt has refused to provide an address for service. After identifying himself during a phone conversation, he rhetorically responded that he is homeless.

James M. Brogan, Esquire
Matthew A. Goldberg, Esquire
Nathan P. Heller, Esquire
Haley D. Torrey, Esquire
DLA Piper LLP
One Liberty Place
1650 Market Street, Suite 4900
Philadelphia, PA 19103
*Counsel for Wyndham Worldwide Corporation; Wyndham Hotel Group, LLC; Wyndham Hotels
and Resorts, LLC; and Wyndham Hotel Management, Inc.*

Robert T. Cohen, Esquire
Trobman & Cohen LLC
102 Browning Lane, Building B-3
Cherry Hill, NJ 08003
Counsel for Surati Management Group

In a misguided attempt to bolster their Preliminary Objections, the Roosevelt Defendants point to a Joinder in the Preliminary Objections of the Roosevelt Defendants filed by co-defendants 4200 Rose Hospitality LLC and 4200 Roosevelt LLC (hereinafter “Days Inn”) on May 7, 2019, one day after Plaintiff’s Response and Memorandum of Law in Opposition was filed. The Joinder in Preliminary Objections was filed by the law of McCormick & Priore on behalf of the Days Inn; the same day the McCormick & Priore law firm had entered its appearance. The Joinder in Preliminary Objections, which is no different than Preliminary Objections, was untimely. They Days Inn was served with Plaintiff’s Complaint on March 28, 2019. Plaintiff filed a response in Opposition to the Joinder on May 9, 2019 asserting the Joinder was late and incorporating Plaintiff’s Response and Memorandum of Law in Opposition to the Roosevelt Defendants’ Preliminary Objections.


Further, the Roosevelt Defendants are clearly unaware that the co-defendants 4200 Rose Hospitality LLC and 4200 Roosevelt LLC (Days Inn) were represented by Virginia L. Hardwick, Esquire of Hardwick Benfer, LLC. In an April 15, 2019 email Ms. Hardwick confirmed that Plaintiff’s counsel gave her clients an extension to file an Answer only to Plaintiff’s Complaint

and stated her clients “do not plan on filing Preliminary Objections.” See 4/15/19 Email attached as Exhibit “A”.

The only red herring is the Roosevelt Defendants’ Preliminary Objections and their Sur Rely that both belie fact and truth. Plaintiff has pled sufficient facts to support a claim for punitive damages against the Roosevelt Defendants and Paragraphs 48, 50, 52-67 of Plaintiff’s Complaint are properly pled. Therefore, the Roosevelt Defendants’ Preliminary Objections should be overruled.

KLINE & SPECTER, P.C

BY:



THOMAS R. KLINE, ESQUIRE
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
KYLE B. NOCHO, ESQUIRE

CERTIFICATE OF SERVICE

I do hereby certify that service of a true and correct copy of the above Plaintiff's Sur-Reply in Opposition to the Preliminary Objections filed by Roosevelt Defendants was filed with the Court on May 10, 2019 and served by electronic filing upon the following counsel of record:

Grant S. Palmer, Esq.
James J. Quinlan, Esq.
Daniel E. Oberdick, Esq.
Blank Rome LLP
One Logan Square, 130 North 18th Street
Philadelphia, PA 19103
*Counsel for Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and
UFVS Management Company*

Philip D. Priore, Esquire
Brian J. Callahan, Esquire
McCormick & Priore, P.C.
Four Penn Center
1600 JFK Blvd, Suite 800
Philadelphia, PA 19103
Counsel for 4200 Roosevelt LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn

By first-class mail upon the following parties:

John McCreesh, Esquire
Law Offices of McCreesh, McCreesh, McCreesh & Cannon
7053 Terminal Square
Upper Darby, PA 19082
Counsel for North American Motors Inn and Ramara, Inc.

James M. Brogan, Esquire
Matthew A. Goldberg, Esquire
Nathan P. Heller, Esquire
Haley D. Torrey, Esquire
DLA Piper LLP
One Liberty Place
1650 Market Street, Suite 4900
Philadelphia, PA 19103
*Counsel for Wyndham Worldwide Corporation; Wyndham Hotel Group, LLC; Wyndham Hotels and
Resorts, LLC; and Wyndham Hotel Management, Inc.*

Robert T. Cohen, Esquire
Trobman & Cohen LLC
102 Browning Lane, Building B-3
Cherry Hill, NJ 08003
Counsel for Surati Management Group

Ashoka Investments and Management Services
c/o CT Corporation System
116 Pine Street, Suite 320
Harrisburg, PA 17101
Pro Se Defendant

/s/ Emily B. Marks

By: _____
EMILY B. MARKS, ESQUIRE
Attorney for Plaintiff

Dated: May 10, 2019

EXHIBIT “A”

Pagan, Jessica

From: Bezar, Nadeem
Sent: Monday, April 15, 2019 5:04 PM
To: Virginia Hardwick
Cc: Marks, Emily; Pagan, Jessica
Subject: Re: BH v. 4200 et al

Sounds good

Nadeem Bezar
Kline & Specter P.C.
1525 Locust Street
Philadelphia PA 19102
Nadeem.Bezar@klinespecter.com
215-772-0522
www.klinespecter.com

Sent from my iPhone

On Apr 15, 2019, at 5:02 PM, Virginia Hardwick <vhardwick@hardwickbenfer.com> wrote:

CA v. 4200 Roosevelt d/b/a Days Inn, et al
BH v. 4200 Roosevelt d/b/a/ Days Inn, et al

Dear Nadeem,

As further follow up to our call last week, we do not plan to file PO's as to the two cases above. We appreciate your offer of an extension of time to answer. I understand that you spoke to Debra Wilson from Erie and consented to a 30-day extension of time to answer. Accordingly, I will calendar the answer due date as Thursday, May 16.

I appreciate your courtesy and professionalism, and will be in touch soon,

Thanks,

Ginger Hardwick

Virginia L. Hardwick, Esq.

Hardwick Benfer, LLC
179 North Broad Street
Doylestown, PA 18901
Office: (215) 230-1912
Fax: (215) 230-1913
Cell: (267) 614-6739
www.hardwickbenfer.com

<image001.png>

Email communications do not alone form an attorney client relationship. An attorney client relationship is formed only by mutual agreement with the signing of a written retainer agreement.



PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



C.A. c/o Kline & Specter, P.C.

: COURT

Court of Common Pleas of

-VS-

Roosevelt Inn, LLC, Roosevelt Inn dba Roosevelt Inn, et al

: CASE NUMBER

Filed and Attested by the
Office of Judicial Records
1903 MAY 2019 08:34 am
S. RICE

State of _____

AFFIDAVIT

County of _____

B&R Control # CS162134.01

Reference Number

FORWARDED SERVICE

Now, on 5/1/2019, I do hereby request the Sheriff of Dauphin County
to serve this **Reinstated Civil Action Complaint** and make return thereof in accordance with the Law, for service upon
ASHOKA Investments & Management Services at c/o CT Corp., 600 North 2nd Street, Suite 401, Harrisburg, PA 17101
By (Competent Adult) Linda Robertson Sheriff Check Amt \$41.25 # 175304

**** SPECIAL INSTRUCTIONS" ****
PLEASE SERV ASAP THANK YOU

See Attached

☐ Served Date _____ Time _____ Accepted By: _____

In the manner described below.

- ☐ Personally served.
☐ Adult in charge of residence. Relationship is _____
☐ Adult in charge of residence who refused to give name and/or relationship. _____
☐ Manager/Clerk of place of residence lodging _____
☐ Agent or person authorized to accept service _____
☐ Other _____

Description of Person Age _____ Height _____ Weight _____ Race _____ Sex _____
Other _____

☐ Not Served Date _____ Time _____ ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant
☐ Other _____

The Process Server, was at the time of service a competent adult, over 18
years of age, not having a direct interest in the litigation. I declare under
penalty of perjury that the foregoing is true and correct.

Sworn to and subscribed before me this
_____ day of _____

Process Server/Sheriff _____

Notary Public _____

Client Phone (215) 772-1000

Reinstated: 4/30/2019 Filed Date: _____ BR Serve By: 05/29/2019

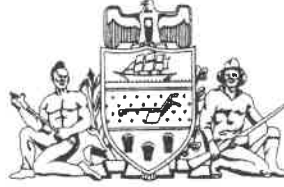
Christie Lawson, Paralegal to Nadeem Bezar, Esq. and Emily
Marks, Esq.
Kline and Specter, P.C.
1525 Locust Street
19th Floor
Philadelphia, PA 19102



ORIGINAL

Case ID: 190303355

Office of the Sheriff



David E. Olweiler
Real Estate Deputy

David B. Dowling
Solicitor

Jack Duignan
Chief Deputy

Dauphin County
101 Market Street
Harrisburg, Pennsylvania 17101-2079
ph: (717) 780-6590 fax: (717) 780-6557

Nicholas Chimienti Jr.
Sheriff

Commonwealth of Pennsylvania

: C. A.

VS

County of Dauphin

: ASHOKA INVESTMENTS &
MANAGEMENT SERVICES

Sheriff's Return

No. 2019-T-1330

OTHER COUNTY NO. 190303355

And now: MAY 8, 2019 at 10:45:00 AM served the within REINSTATED COMPLAINT & NOTICE upon ASHOKA INVESTMENTS & MANAGEMENT SERVICES by personally handing to STEFONI MURPHY (INTAKE SPECIALIST) 1 true attested copy of the original REINSTATED COMPLAINT & NOTICE and making known to him/her the contents thereof at C/O CT CORP, 600 N 2ND STREET, SUITE 401 HARRISBURG PA 17101

Sworn and subscribed to
before me this 9TH day of May, 2019

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Karen M. Hoffman, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires January 8, 2022
Commission number 1257392

So Answers,

Sheriff of Dauphin County, Pa.

By

Deputy Sheriff

Deputy: JOSHUA PIERCE

Sheriff's Costs: \$41.25 5/6/2019

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Worldwide Corporation, k/a
Wyndham Destination
Wyndham Hotel Group, E. MAURIN
Wyndham Hotels and Resorts, LLC,
k/n/a Wyndham Franchisor, LLC,
and Wyndham Hotel Management,
Inc.*

C.A.,

Plaintiff,

v.

ROOSEVELT INN LLC, et al.,

Defendants

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS

CIVIL TRIAL DIVISION
FEBRUARY TERM, 2019
NO.: 190303355

NOTICE TO PLEAD

To: PLAINTIFF C.A.

You are hereby notified to file a written response to the enclosed Answer with New Matter within twenty (20) days from service hereof or a judgment may be entered against you.

Date: May 20, 2019

/s/ Nathan P. Heller

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Corporation, k/n/a Wyndham Destinations, Inc.,
Wyndham Hotel Group, LLC, Wyndham Hotels and
Resorts, LLC, k/n/a Wyndham Franchisor, LLC, and
Wyndham Hotel Management, Inc.*

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 Worldwide Corporation, k/n/a
 Wyndham Destinations, Inc.,
 Wyndham Hotel Group, LLC,
 Wyndham Hotels and Resorts, LLC,
 k/n/a Wyndham Franchisor, LLC,
 and Wyndham Hotel Management,
 Inc.*

C.A.,

Plaintiff,

v.

ROOSEVELT INN LLC, et al.,

Defendants

:
 :
 : PHILADELPHIA COUNTY
 : COURT OF COMMON PLEAS
 :
 : CIVIL TRIAL DIVISION
 : FEBRUARY TERM, 2019
 : NO.: 190303355
 :
 :
 :
 :

**ANSWER TO PLAINTIFF’S COMPLAINT ON BEHALF OF
 DEFENDANTS WYNDHAM WORLDWIDE CORPORATION,
 WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS AND RESORTS, LLC,
 AND WYNDHAM HOTEL MANAGEMENT, INC. WITH NEW MATTER**

Defendants Wyndham Worldwide Corporation, k/n/a Wyndham Destinations, Inc.,
 Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, k/n/a Wyndham Franchisor,
 LLC, and Wyndham Hotel Management, Inc. (collectively, the “Wyndham Entities”) submit the
 following Answer with New Matter to the Complaint filed by Plaintiff C.A. (“C.A.”), denying all
 allegations not specifically admitted below, and states as follows:

PRELIMINARY STATEMENT

1. The allegations in paragraph 1 are not directed to any party and do not require a response. To the extent a response may be required, the Wyndham Entities deny any participation in human sex trafficking.

2. The allegations in paragraph 2 are not directed to any party and do not require a response. To the extent a response may be required, the Wyndham Entities deny any participation in human sex trafficking and lack information or knowledge sufficient to form a belief as to the alleged metrics.

3. The allegations in paragraph 3 are not directed to any party and do not require a response. To the extent a response may be required, the Wyndham Entities deny any participation in human sex trafficking and lack information or knowledge sufficient to form a belief as to the alleged metrics.

4. The allegations in paragraph 4 are not directed to any party and do not require a response. To the extent a response may be required, the Wyndham Entities deny any participation in human sex trafficking and lack information or knowledge sufficient to form a belief as to the alleged metrics.

5. The allegations in paragraph 5 are not directed to any party and state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny any participation in human sex trafficking.

6. The allegations in paragraph 6 are not directed to any party and do not require a response. To the extent a response may be required, the Wyndham Entities deny any participation in human sex trafficking.

7. The allegations in paragraph 7 are not directed to any party and do not require a response. To the extent a response may be required, the Wyndham Entities deny any participation in human sex trafficking and lack information or knowledge sufficient to form a belief as to the alleged metrics.

THE PARTIES

8. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 8.

9. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 9.

10. The allegations in paragraph 10 are not directed to any party and do not require a response.

11. The allegations in paragraph 11 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 11.

12. The allegations in paragraph 12 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 12.

13. The allegations in paragraph 13 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 13.

14. The allegations in paragraph 14 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 14.

15. The allegations in paragraph 15 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 15.

16. The allegations in paragraph 16 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 16.

17. The allegations in paragraph 17 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 17, except they deny the existence of “Days Inn” as a corporate entity.

18. The allegations in paragraph 18 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 186.

19. The allegations in paragraph 19 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 19, except they deny the existence of “Days Inns d/b/a Days Inn by Wyndham” as a corporate entity.

20. The Wyndham Entities deny the allegations in paragraph 20.

21. The Wyndham Entities deny the allegations in paragraph 21, except that Wyndham Hotel Group, LLC admits that it is a Delaware limited liability company with a principal place of business located at 22 Sylvan Way, Parsippany, New Jersey.

22. The Wyndham Entities deny the allegations in paragraph 22, except that Wyndham Hotels and Resorts, LLC, known now as “Wyndham Franchisor, LLC” admits that it is a Delaware corporation with a principal place of business located at 22 Sylvan Way, Parsippany, New Jersey.

23. The Wyndham Entities deny the allegations in paragraph 23, except that Wyndham Hotel Management, Inc. admits that it is a Delaware corporation with a principal place of business located at 22 Sylvan Way, Parsippany, New Jersey.

24. The allegations in paragraph 24 are vague and ambiguous and state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities admit only that they are corporate entities that have corporate affiliates. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations of this paragraph to the extent they relate to defendants other than the Wyndham Entities.

25. The allegations in paragraph 25 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 25.

26. The allegations in paragraph 26 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 26.

27. The allegations in paragraph 27 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 27.

28. The allegations in paragraph 28 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 28.

29. The allegations in paragraph 29 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 29.

30. The allegations in paragraph 30 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 30, except that Wyndham Hotel Management, Inc. admits that it conducts business in Philadelphia County.

31. The allegations in paragraph 31 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 31.

32. The Wyndham Entities deny the allegations in paragraph 32 insofar as they are directed to them.

33. The allegations in paragraph 33 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 33.

34. The allegations in paragraph 34 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 34.

35. The Wyndham Entities deny the allegations in paragraph 35 insofar as they are directed to them.

36. The allegations in paragraph 36 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 36.

37. The allegations in paragraph 37 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 37.

38. The Wyndham Entities deny the allegations in paragraph 38 insofar as they are directed to them.

39. The allegations in paragraph 39 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 39.

40. The allegations in paragraph 40 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 40.

41. The Wyndham Entities deny the allegations in paragraph 41 insofar as they are directed to them.

42. The allegations in paragraph 42 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 42.

OPERATIVE FACTS

43. The allegations in paragraph 43 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 43.

44. The allegations in paragraph 44 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 44.

45. The allegations in paragraph 45 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 45.

46. The Wyndham Entities deny the allegations in paragraph 46 insofar as they are directed to them.

47. The allegations in paragraph 47 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 47.

48. The Wyndham Entities deny the allegations in paragraph 48 insofar as they are directed to them, except they lack information or knowledge sufficient to form a belief as to Plaintiff's victimization by sex traffickers.

49. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 49, except they deny awareness of such internet advertisements or of Plaintiff's alleged trafficking.

50. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 50, except they deny awareness of such internet advertisements or of Plaintiff's alleged trafficking.

51. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 51, except they deny awareness of such internet advertisements or of Plaintiff's alleged trafficking.

52. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 52, except they deny any participation in or awareness of such phone calls.

53. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 53, except they deny any knowledge of or participation in Plaintiff's trafficking.

54. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 54, except they deny any participation in Plaintiff's trafficking or knowledge of Plaintiff's traffickers.

55. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 55, except they deny any knowledge of or participation in Plaintiff's trafficking.

56. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 56, except they deny any knowledge of or participation in Plaintiff's trafficking.

57. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 57, except they deny any knowledge of or participation in Plaintiff's trafficking.

58. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 58, except they deny any knowledge of or participation in Plaintiff's trafficking.

59. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 59, except they deny any knowledge of or participation in Plaintiff's trafficking.

60. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 60, except they deny any knowledge of or participation in

Plaintiff's trafficking or that the Wyndham Entities accepted any cash or other payments from Plaintiff's traffickers.

61. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 61, except they deny any knowledge of or participation in Plaintiff's trafficking.

62. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 62, except they deny any knowledge of or participation in Plaintiff's trafficking.

63. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 63, except they deny any knowledge of or participation in Plaintiff's trafficking.

64. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 64, except they deny any knowledge of or participation in Plaintiff's trafficking.

65. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 65, except they deny any knowledge of or participation in Plaintiff's trafficking.

66. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 66, except they deny any knowledge of or participation in Plaintiff's trafficking.

67. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 67, except they deny any knowledge of or participation in

Plaintiff's trafficking or that the Wyndham Entities accepted any cash or other payments from Plaintiff's traffickers.

68. The Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 68.

69. The allegations in paragraph 69 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 69.

70. The Wyndham Entities deny the allegations in paragraph 70 insofar as they are directed to them.

71. The allegations in paragraph 71 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 71.

72. The allegations in paragraph 72 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 72.

73. The Wyndham Entities deny the allegations in paragraph 73 insofar as they are directed to them.

74. The allegations in paragraph 74 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 74.

75. The allegations in paragraph 75 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 75.

76. The allegations in paragraph 76 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 76 insofar as they are directed to them.

77. The allegations in paragraph 77 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 77.

78. The allegations in paragraph 78 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 78.

79. The allegations in paragraph 79 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 79 insofar as they are directed to them.

80. The allegations in paragraph 80 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 80.

81. The allegations in paragraph 81 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 81.

82. The allegations in paragraph 82 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 82 insofar as they are directed to them.

83. The allegations in paragraph 83 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 83.

84. The allegations in paragraph 84 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 84.

85. The allegations in paragraph 85 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 85 insofar as they are directed to them.

86. The allegations in paragraph 86 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 86.

87. The allegations in paragraph 87 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 87.

88. The allegations in paragraph 88 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 88 insofar as they are directed to them.

89. The allegations in paragraph 89 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 89.

90. The allegations in paragraph 90 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 90.

91. The allegations in paragraph 91 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 91 insofar as they are directed to them.

92. The allegations in paragraph 92 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 92.

93. The allegations in paragraph 93 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 93.

94. The allegations in paragraph 94 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 94 insofar as they are directed to them.

95. The allegations in paragraph 95 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 95.

96. The allegations in paragraph 96 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 96.

97. The Wyndham Entities deny the allegations in paragraph 97 insofar as they are directed to them.

98. The allegations in paragraph 98 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 98.

99. The allegations in paragraph 99 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 99.

100. The allegations in paragraph 100 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 100 insofar as they are directed to them.

101. The allegations in paragraph 101 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities lack information or knowledge sufficient to form a belief as to the allegations in paragraph 101.

COUNT I - NEGLIGENCE

102. The Wyndham Entities repeat their responses to paragraph 1 through 101 of the Complaint as if fully stated herein.

103. The allegations in paragraph 103 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 103.

104. The allegations in paragraph 104 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 104.

105. The allegations in paragraph 105 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 105.

106. The allegations in paragraph 106 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 106.

107. The allegations in paragraph 107 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 107.

108. The allegations in paragraph 108 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 108.

109. The allegations in paragraph 109 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 109

110. The allegations in paragraph 110 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 110.

111. The allegations in paragraph 111 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 111.

112. The allegations in paragraph 112 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 112.

WHEREFORE, the Wyndham Entities deny that Plaintiff is entitled to any relief from them and request that judgment be entered in their favor and against Plaintiff, dismissing Count I of the Complaint with prejudice and awarding such other relief as the Court deems just and appropriate.

COUNT II - NEGLIGENCE

113. The Wyndham Entities repeat their responses to paragraph 1 through 112 of the Complaint as if fully stated herein.

114. The allegations in paragraph 114 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 114 insofar as they are directed to them.

115. The allegations in paragraph 115 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 115 insofar as they are directed to them.

116. The allegations in paragraph 116 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 116 insofar as they are directed to them.

117. The allegations in paragraph 117 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 117 insofar as they are directed to them.

118. The allegations in paragraph 118 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 118 insofar as they are directed to them.

119. The allegations in paragraph 119 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 119 insofar as they are directed to them.

120. The allegations in paragraph 120 and its subparts state legal conclusions that do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 120 and its subparts insofar as they are directed to them.

121. The allegations in paragraph 121 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 121 insofar as they are directed to them.

122. The Wyndham Entities deny the allegations in paragraph 122 insofar as they are directed to them.

123. The allegations in paragraph 123 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 123 insofar as they are directed to them.

124. The allegations in paragraph 124 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 124 insofar as they are directed to them.

WHEREFORE, the Wyndham Entities deny that Plaintiff is entitled to any relief from them and request that judgment be entered in their favor and against Plaintiff, dismissing Count II

of the Complaint with prejudice and awarding such other relief as the Court deems just and appropriate.

COUNT III - NEGLIGENCE

125. The Wyndham Entities repeat their responses to paragraph 1 through 124 of the Complaint as if fully stated herein.

126. The allegations in paragraph 126 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 126.

127. The allegations in paragraph 127 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 127.

128. The allegations in paragraph 128 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 128.

129. The allegations in paragraph 129 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 129.

130. The allegations in paragraph 130 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 130.

131. The allegations in paragraph 131 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 131.

132. The allegations in paragraph 132 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 132.

133. The allegations in paragraph 133 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 133.

134. The allegations in paragraph 134 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 134.

135. The allegations in paragraph 135 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 135.

WHEREFORE, the Wyndham Entities deny that Plaintiff is entitled to any relief from them and request that judgment be entered in their favor and against Plaintiff, dismissing Count III of the Complaint with prejudice and awarding such other relief as the Court deems just and appropriate.

COUNT IV –NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS

136. The Wyndham Entities repeat their responses to paragraph 1 through 135 of the Complaint as if fully stated herein.

137. The allegations in paragraph 137 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 137.

138. The allegations in paragraph 138 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 138.

WHEREFORE, the Wyndham Entities deny that Plaintiff is entitled to any relief from them and request that judgment be entered in their favor and against Plaintiff, dismissing Count IV of the Complaint with prejudice and awarding such other relief as the Court deems just and appropriate.

COUNT V- NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

139. The Wyndham Entities repeat their responses to paragraph 1 through 138 of the Complaint as if fully stated herein.

140. The allegations in paragraph 140 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 140 insofar as they are directed to them.

141. The allegations in paragraph 141 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 141 insofar as they are directed to them.

WHEREFORE, the Wyndham Entities deny that Plaintiff is entitled to any relief from them and request that judgment be entered in their favor and against Plaintiff, dismissing Count V of the Complaint with prejudice and awarding such other relief as the Court deems just and appropriate.

COUNT VI –NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

142. The Wyndham Entities repeat their responses to paragraph 1 through 141 of the Complaint as if fully stated herein.

143. The allegations in paragraph 143 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 143 insofar as they are directed to them.

144. The allegations in paragraph 144 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 144 insofar as they are directed to them.

WHEREFORE, the Wyndham Entities deny that Plaintiff is entitled to any relief from them and request that judgment be entered in their favor and against Plaintiff, dismissing Count VI of the Complaint with prejudice and awarding such other relief as the Court deems just and appropriate.

COUNT VII –NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

145. The Wyndham Entities repeat their responses to paragraph 1 through 144 of the Complaint as if fully stated herein.

146. The allegations in paragraph 146 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 146 insofar as they are directed to them.

147. The allegations in paragraph 147 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 147 insofar as they are directed to them.

148. The allegations in paragraph 148 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 148 insofar as they are directed to them.

149. The allegations in paragraph 149 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 149 insofar as they are directed to them.

150. The allegations in paragraph 150 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 150 insofar as they are directed to them.

151. The allegations in paragraph 151 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 151 insofar as they are directed to them.

WHEREFORE, the Wyndham Entities deny that Plaintiff is entitled to any relief from them and request that judgment be entered in their favor and against Plaintiff, dismissing Count VII of the Complaint with prejudice and awarding such other relief as the Court deems just and appropriate.

COUNT VIII –NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

152. The Wyndham Entities repeat their responses to paragraph 1 through 151 of the Complaint as if fully stated herein.

153. The allegations in paragraph 153 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 153 insofar as they are directed to them.

154. The allegations in paragraph 154 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 154 insofar as they are directed to them.

155. The Wyndham Entities deny the allegations in paragraph 155 insofar as they are directed to them.

156. The Wyndham Entities deny the allegations in paragraph 156 insofar as they are directed to them.

157. The allegations in paragraph 157 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 157 insofar as they are directed to them.

158. The allegations in paragraph 158 state a legal conclusion that does not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 158 insofar as they are directed to them.

WHEREFORE, the Wyndham Entities deny that Plaintiff is entitled to any relief from them request that judgment be entered in their favor and against Plaintiff, dismissing Count VIII of the Complaint with prejudice and awarding such other relief as the Court deems just and appropriate.

COUNT IX –NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

159. The Wyndham Entities repeat their responses to paragraph 1 through 158 of the Complaint as if fully stated herein.

160. The allegations in paragraph 160 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 160 insofar as they are directed to them.

161. The allegations in paragraph 161 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 161 insofar as they are directed to them.

162. The allegations in paragraph 162 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 162 insofar as they are directed to them.

163. The allegations in paragraph 163 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 163 insofar as they are directed to them.

164. The allegations in paragraph 164 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 164 insofar as they are directed to them.

165. The allegations in paragraph 165 are not directed to the Wyndham Entities and do not require a response. To the extent a response may be required, the Wyndham Entities deny the allegations in paragraph 165 insofar as they are directed to them.

WHEREFORE, the Wyndham Entities deny that Plaintiff is entitled to any relief from them request that judgment be entered in their favor and against Plaintiff, dismissing Count IX of the Complaint with prejudice and awarding such other relief as the Court deems just and appropriate.

NEW MATTER

166. The Complaint fails, in whole or in part, to state a claim upon which relief can be granted as to the Wyndham Entities.

167. Plaintiff's claims are barred as to the Wyndham Entities, in whole or in part, by the applicable statute of limitations.

168. Plaintiff's claims are barred as to the Wyndham Entities because the conduct of the Wyndham Entities was at all times appropriate and justified under the circumstances.

169. Plaintiff's claims are barred as to the Wyndham Entities because the Wyndham Entities did not engage in any wrongful conduct with respect to Plaintiff.

170. Plaintiff's claims are barred as to the Wyndham Entities because none of the Wyndham Entities owned, operated, managed, controlled, or were present at any of the guest lodging facilities at which Plaintiff alleges she was trafficked.

171. Plaintiff's claims as to the Wyndham Entities are barred because any harm caused to Plaintiff is attributable to the acts of third parties.

172. The Wyndham Entities reserve the right to add, amend, clarify, or modify its defenses and/or New Matter to conform to such facts as may be revealed through discovery or otherwise.

WHEREFORE, the Wyndham Entities request that judgment be entered in their favor and against Plaintiff, dismissing all claims in the Complaint with prejudice and awarding such other relief as the Court deems just and proper.

Date: May 20, 2019

Respectfully submitted,

/s/ Nathan P. Heller

Matthew A. Goldberg

Nathan P. Heller

Haley D. Torrey

DLA PIPER LLP (US)

One Liberty Place

1650 Market Street

Suite 4900

Philadelphia, Pennsylvania 19103

Telephone: 215.656.3300

Facsimile: 215.656.3301

Attorneys for Defendants Wyndham Worldwide Corporation, k/n/a Wyndham Destinations, Inc., Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, k/n/a Wyndham Franchisor, LLC, and Wyndham Hotel Management, Inc.

VERIFICATION

I hereby verify that the averments and denials of fact set forth in the foregoing Answer with New Matter with regard to Wyndham Worldwide Corporation, k/n/a Wyndham Destinations, Inc., are true and correct to the best of my knowledge, information, and belief.

This verification is made subject to the penalties under 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: May 20, 2019

Carlos Clark

Carlos Clark

*For Defendant Wyndham Worldwide
Corporation, k/n/a Wyndham Destinations,
Inc.*

VERIFICATION

I hereby verify that the averments and denials of fact set forth in the foregoing Answer with New Matter with regard to Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, k/n/a Wyndham Franchisor, LLC, and Wyndham Hotel Management, Inc. are true and correct to the best of my knowledge, information, and belief.

This verification is made subject to the penalties under 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: May 20, 2019



Michael Piccola

*For Defendants Wyndham Hotel Group,
LLC, Wyndham Hotels and Resorts, LLC,
k/n/a Wyndham Franchisor, LLC, and
Wyndham Hotel Management, Inc.*

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the “Public Access Policy of the Unified Judicial System of Pennsylvania Case Records of the Appellate and Trial Courts” that require filing confidential information in documents differently than non-confidential information and documents.

Date: May 20, 2019

/s/ Nathan P. Heller

Nathan P. Heller

CERTIFICATE OF SERVICE

I certify that on May 20, 2019, a true and correct copy of the foregoing Answer with New Matter was filed electronically and served on the following counsel of record in the manner set forth below:

By electronic mail and Court efilng notice:

Nadeem Bezer
Emily Marks
Kyle B. Nocho
KLINE & SPECTER PC
1525 Locust Street
Philadelphia, PA 19102

Counsel for Plaintiff

Philip D. Priore
Brian Callahan
MCCORMICK & PRIORE PC
4 Penn Center, Suite 800
Philadelphia, PA 19103

*Counsel for 4200 Roosevelt LLC and 4200
Rose Hospitality LLC*

Grant S. Palmer
James J. Quinlan
Daniel E. Oberdic, Jr.
BLANK ROME LLP
One Logan Square, 130 North 18th Street
Philadelphia, PA 19103

*Counsel for Roosevelt Inn LLC, Roosevelt
Motor Inn, Inc., and UFVS Management
Company*

By first-class mail, postage prepaid:

John McCreesh
**LAW OFFICES OF MCCREESH,
MCCREESH, MCCREESH & CANNON**
7053 Terminal Square
Upper Darby, Pennsylvania 19082

*Counsel for North American Motors Inn and
Ramara, Inc.*

Robert T. Cohen
TROBMAN & COHEN LLC
102 Browning Lane, Building B-3
Cherry Hill, NJ 08003

Counsel for Surati Management Group

Days Inn
Days Inn by Wyndham, d/b/a Days Inn
4200 Roosevelt Blvd.
Philadelphia, PA 19124

Ashoka Investments and Management
Services
27 A Iris Avenue
San Francisco, CA 94118

Date: May 20, 2019

/s/ Nathan P. Heller
Nathan P. Heller

KLINE & SPECTER, P.C.

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

Attorneys for Plaintiff

C.A.	:	PHILADELPHIA COUNTY
	:	COURT OF COMMON PLEAS
V.	:	
	:	MARCH TERM, 2019
	:	NO.: 03355
ROOSEVELT INN LLC AND ROOSEVELT INN	:	
LLC d/b/a ROOSEVELT INN, ROOSEVELT	:	
MOTOR INN, INC., UFVS MANAGEMENT	:	
COMPANY, LLC, 4200 ROOSEVELT LLC AND	:	
4200 ROOSEVELT LLC d/b/a DAYS INN, 4200	:	
ROSE HOSPITALITY, LLC AND 4200 ROSE	:	
HOSPITALITY d/b/a DAYS INN, DAYS INN,	:	
SURATI MANAGEMENT GROUP, DAYS	:	
INN BY WYNDHAM d/b/a DAYS INN,	:	
WYNDHAM WORLDWIDE CORPORATION,	:	
WYNDHAM HOTEL GROUP, LLC,	:	
WYNDHAM HOTELS AND RESORTS, LLC,	:	
WYNDHAM HOTEL MANAGEMENT, INC.,	:	
NORTH AMERICAN MOTOR INNS, INC. d/b/a	:	
NORTH AMERICAN MOTOR INNS,	:	
RAMARA, INC., ASHOKA INVESTMENTS &	:	
MANAGEMENT SERVICES	:	
Defendants.	:	

A. Vs Roosevelt Inn Llc And Roosevelt Inn LI-RPNMT



19030335500043

2019 JUN 10 PM 12:38
 FIRST JUDICIAL DISTRICT OF PHILA
 CLERK

**PLAINTIFF'S REPLY TO NEW MATTER OF DEFENDANTS, WYNDHAM
 WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM
 HOTELS AND RESORTS, LLC, AND WYNDHAM HOTEL MANAGEMENT, INC.**

Plaintiff C.A., by and through counsel, Kline & Specter, P.C., hereby replies to New
 Matter of Defendants Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC,
 Wyndham Hotels and Resorts, LLC and Wyndham Hotel Management, Inc., as follows:

166. Denied. This paragraph is a conclusion of law to which no response is required.
 Strict proof is hereby demanded.

167. Denied. This paragraph is a conclusion of law to which no response is required.

Strict proof is hereby demanded.

168. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

169. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

170. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.


171. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

172. Denied. This paragraph is a conclusion of law to which no response is required. Any defenses not specifically presented, per Pa. R.C.P. 1032(a), have been waived.

WHEREFORE, Plaintiff demands judgment in her favor and against the Wyndham Defendants for sums in excess of Fifty Thousand (\$50,000.00), exclusive of prejudgment interest, costs, and damages for prejudgment delay.

KLINE & SPECTER, P.C

BY:



THOMAS R. KLINE, ESQUIRE
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
KYLE B. NOCHO, ESQUIRE

VERIFICATION

I, EMILY B. MARKS, ESQUIRE, hereby state that I am the attorney for Plaintiff in this matter and hereby verify that the statements made in the foregoing *Plaintiff's Reply to New Matter of Defendants, Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc.* are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements contained therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



EMILY B. MARKS, ESQUIRE
Attorney for Plaintiff

Date: June 10, 2019

CERTIFICATE OF SERVICE

I do hereby certify that service of a true and correct copy of the above Plaintiff's Reply to New Matter of Wyndham Defendants was filed with the Court on June 10, 2019 and served by electronic mail to the following counsel of record:

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Matthew A. Goldberg, Esquire
Nathan P. Heller, Esquire
Haley D. Torrey, Esquire
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Counsel for Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC and Wyndham Hotel Management, Inc.

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Brian J. Callahan, Esquire
McCormick & Priore, P.C.
Four Penn Center

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Philadelphia, PA 19103

Counsel for 4200 Roosevelt LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn

Grant S. Palmer, Esq.
James J. Quinlan, Esq.
Daniel E. Oberdick, Esq.
Blank Rome LLP

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*Counsel for Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and
UFVS Management Company*

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Counsel for North American Motors Inn and Ramara, Inc.

Robert T. Cohen, Esquire
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Cherry Hill, NJ 08003

Counsel for Surati Management Group

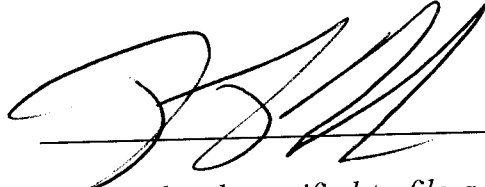
Dated: June 10, 2019

By: 
EMILY B. MARKS, ESQUIRE
Attorney for Plaintiff

BLANK ROME LLP

BY: Grant S. Palmer, Esquire
 Attorney Bar I.D. No.: 57686
 James J. Quinlan, Esquire
 Attorney Bar I.D. No.: 200944
 Daniel E. Oberdick, Esquire
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 Philadelphia, PA 19103-6998
 Fax: (215) 569-5555
 Tel.: (215) 569-5500
 Email: palmer@blankrome.com
 quinlan@blankrome.com
 doberdick@blankrome.com

*Attorneys for Defendants,
 Roosevelt Inn LLC d/b/a Roosevelt Inn
 Roosevelt Motor Inn, Inc. and
 UFVS Management Company, LLC*



*You are hereby notified to file a written response
 to Defendants Roosevelt Inn LLC d/b/a Roosevelt
 Inn, Roosevelt Motor Inn, Inc., and UFVS
 Management Company, LLC's New Matter within
 twenty (20) days of service hereof or a judgment
 may be entered against you.*

C.A.,

Plaintiff

v.

ROOSEVELT INN LLC
 d/b/a ROOSEVELT INN, et al.,

Defendants.

COURT OF COMMON PLEAS
 PHILADELPHIA COUNTY
 CIVIL TRIAL DIVISION

MARCH TERM, 2019
 NO. 3355

JURY TRIAL DEMANDED

**DEFENDANTS ROOSEVELT INN LLC, ET AL.'S ANSWER
 TO PLAINTIFF'S COMPLAINT WITH NEW MATTER**

Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc., and
 UFVS Management Company, LLC's (the "Roosevelt Defendants"), by their undersigned
 counsel, hereby file their Answer with New Matter to Plaintiff C.A.'s (hereinafter "Plaintiff")
 Complaint as follows:

1. Denied as stated. The Roosevelt Defendants are without knowledge or
 information sufficient to form a belief as to the truthfulness of the averments contained in this
 paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of
 trial.

A. Vs Roosevelt Inn Llc And Roosevelt Inn LI-ANCON



19030335500042

155858.00601/119803017v.1

2. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

3. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

4. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

5. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. Said averments are therefore denied. By way of further response, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

6. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

7. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this

paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

8. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

9. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

10. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

11. Admitted in part; denied in part. It is admitted only that Roosevelt Inn LLC is a limited liability company with a business at the address alleged. The remaining averments contained in this paragraph are conclusions of law to which no responsive pleading is required. Said averments are therefore denied. Strict proof is demanded at time of trial.

12. Admitted in part; denied in part. It is admitted only that Roosevelt Motor Inn, Inc. is a Pennsylvania corporation with a business at the address alleged. The remaining averments contained in this paragraph are conclusions of law to which no responsive pleading is required. Said averments are therefore denied. Strict proof is demanded at time of trial.

13. Admitted in part; denied in part. It is admitted only that UFVS Management Company, LLC is a limited liability company existing under the laws of New York. The remaining averments contained in this paragraph are conclusions of law to which no responsive

pleading is required. Said averments are therefore denied. Strict proof is demanded at time of trial.

14. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. Said averments are therefore denied. Strict proof is demanded at time of trial.

15. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

16. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

17. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

18. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

19. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

20. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

21. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

22. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

23. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

24. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

25. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

26. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

27. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

28. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

29. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

30. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. Said averments are therefore denied. Strict proof is demanded at time of trial.

31. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Strict proof is demanded at time of trial.

32. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

33. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt

Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

34. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Strict proof is demanded at time of trial.

35. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

36. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

37. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Strict proof is demanded at time of trial.

38. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

39. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

40. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

41. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

42. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

43. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. Said averments are therefore denied. Strict proof is demanded at time of trial.

44. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. Said averments are therefore denied. Strict proof is demanded at time of trial.

45. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. By way of further response, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

46. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. By

way of further response, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

47. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

48. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

49. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

50. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

51. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

52. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

53. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

54. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

55. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

56. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

57. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

58. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

59. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

60. Denied as stated. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

61. Denied. After reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Strict proof is demanded at time of trial.

62. Denied. After reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Strict proof is demanded at time of trial.

63. Denied. After reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Strict proof is demanded at time of trial.

64. Denied. After reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or

omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Strict proof is demanded at time of trial.

65. Denied. After reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Strict proof is demanded at time of trial.

66. Denied. After reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Strict proof is demanded at time of trial.

67. Denied. After reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Strict proof is demanded at time of trial.

68. Denied. The Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied and strict proof thereof is demanded at time of trial.

69. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or

omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

70. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

71. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

72. Denied. After reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Strict proof is demanded at time of trial.

73. Denied. After reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

74. Denied. After reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

75. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

76. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

77. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

78. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without

knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

79. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

80. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

81. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

82. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the

truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

83. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

84. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

85. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

86. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the

truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

87. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

88. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

89. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

90. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's

alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

91. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

92. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

93. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that the Roosevelt Defendants were negligent at any time material hereto. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

94. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt

Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

95. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

96. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

97. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

98. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the

truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

99. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that the Roosevelt Defendants acted outrageously or recklessly at any time material hereto. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

100. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

101. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Said averments are therefore denied. Strict proof is demanded at time of trial.

COUNT I – NEGLIGENCE

**C.A. V. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC., AND
UFVS MANAGEMENT COMPANY, LLC**

102. Denied. To the extent a response is required the Roosevelt Defendants incorporate by reference the preceding paragraphs as if set forth fully herein.

103. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

104. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

105. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without

knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

106. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

107. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

108. Denied. The averments contained in this paragraph and its subparagraphs are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that the Roosevelt Defendants were negligent at any time material hereto. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information

sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

109. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

110. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that the Roosevelt Defendants were negligent at any time material hereto. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

111. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that the Roosevelt Defendants were negligent at any time material hereto. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are

without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

112. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that the Roosevelt Defendants acted outrageously or recklessly at any time material hereto. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

WHEREFORE, the Roosevelt Defendants request judgment in their favor and against Plaintiff together with attorneys' fees, costs, interest and any further relief deemed appropriate by this Court.

COUNT II – NEGLIGENCE

**C.A. V. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN,
SURATI MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM
WORLDWIDE CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM
HOTELS AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.**

113. Denied. To the extent a response is required the Roosevelt Defendants incorporate by reference the preceding paragraphs as if set forth fully herein.

114 – 124. Denied. Paragraphs 114 through 124 of Plaintiff's Complaint are directed at parties other than the Roosevelt Defendants and no responsive pleading is required.

WHEREFORE, the Roosevelt Defendants request judgment in their favor and against Plaintiff together with attorneys' fees, costs, interest and any further relief deemed appropriate by this Court.

COUNT III – NEGLIGENCE

**C.A. V. NORTH AMERICAN MORTOR INNS, INC., RAMARA, INC.
AND ASHOKA INVESTMENTS AND MANAGEMENT SERVICES**

125. Denied. To the extent a response is required the Roosevelt Defendants incorporate by reference the preceding paragraphs as if set forth fully herein.

126 – 135. Denied. Paragraphs 126 through 135 of Plaintiff's Complaint are directed at parties other than the Roosevelt Defendants and no responsive pleading is required.

WHEREFORE, the Roosevelt Defendants request judgment in their favor and against Plaintiff together with attorneys' fees, costs, interest and any further relief deemed appropriate by this Court.

COUNT IV – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. V. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC.,
AND UFVS MANAGEMENT COMPANY, LLC**

136. Denied. To the extent a response is required the Roosevelt Defendants incorporate by reference the preceding paragraphs as if set forth fully herein.

137. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that the Roosevelt Defendants were negligent at any time material hereto. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are

without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

138. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that the Roosevelt Defendants acted outrageously or recklessly at any time material hereto. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness.

WHEREFORE, the Roosevelt Defendants request judgment in their favor and against Plaintiff together with attorneys' fees, costs, interest and any further relief deemed appropriate by this Court.

COUNT V – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. V. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI
MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE
CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS
AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.**

139. Denied. To the extent a response is required the Roosevelt Defendants incorporate by reference the preceding paragraphs as if set forth fully herein.

140 – 141. Denied. Paragraphs 140 through 141 of Plaintiff's Complaint are directed at parties other than the Roosevelt Defendants and no responsive pleading is required.

WHEREFORE, the Roosevelt Defendants request judgment in their favor and against Plaintiff together with attorneys' fees, costs, interest and any further relief deemed appropriate by this Court.

COUNT VI – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**C.A. V. NORTH AMERICAN MORTOR INNS, INC., RAMARA, INC.,
AND ASHOKA INVESTMENTS AND MANAGEMENT SERVICES**

142. Denied. To the extent a response is required the Roosevelt Defendants incorporate by reference the preceding paragraphs as if set forth fully herein.

143 – 144. Denied. Paragraphs 143 through 144 of Plaintiff's Complaint are directed at parties other than the Roosevelt Defendants and no responsive pleading is required.

WHEREFORE, the Roosevelt Defendants request judgment in their favor and against Plaintiff together with attorneys' fees, costs, interest and any further relief deemed appropriate by this Court.

COUNT VII – NEGLIGENT HIRING, TRAINING AND/OR SUPERVISION

**C.A. V. ROOSEVELT INN LLC, ROOSEVELT MOTOR INN, INC.,
AND UFVS MANAGEMENT COMPANY, LLC**

145. Denied. To the extent a response is required the Roosevelt Defendants incorporate by reference the preceding paragraphs as if set forth fully herein.

146. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

147. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in

this paragraph are denied. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

148. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

149. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

150. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries.

Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

151. Denied. The averments contained in this paragraph are conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments in this paragraph are denied. By way of further response, it is specifically denied that the Roosevelt Defendants acted outrageously or recklessly at any time material hereto. Further, it is specifically denied that any acts or omissions on the part of the Roosevelt Defendants in any way caused or contributed to Plaintiff's alleged injuries. Further, after reasonable investigation, the Roosevelt Defendants are without knowledge or information sufficient to form a belief as to the truthfulness of the averments contained in this paragraph. Strict proof is demanded at time of trial.

WHEREFORE, the Roosevelt Defendants request judgment in their favor and against Plaintiff together with attorneys' fees, costs, interest and any further relief deemed appropriate by this Court.

COUNT VIII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

**C.A. V. 4200 ROOSEVELT, 4200 ROSE HOSPITALITY, DAYS INN, SURATI
MANAGEMENT GROUP, DAYS INN BY WYNDHAM, WYNDHAM WORLDWIDE
CORPORATION, WYNDHAM HOTEL GROUP, LLC, WYNDHAM HOTELS
AND RESORTS, LLC, WYNDHAM HOTEL MANAGEMENT, INC.**

152. Denied. To the extent a response is required the Roosevelt Defendants incorporate by reference the preceding paragraphs as if set forth fully herein.

153 – 158. Denied. Paragraphs 153 through 158 of Plaintiff's Complaint are directed at parties other than the Roosevelt Defendants and no responsive pleading is required.

WHEREFORE, the Roosevelt Defendants request judgment in their favor and against Plaintiff together with attorneys' fees, costs, interest and any further relief deemed appropriate by this Court.

COUNT IX – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

**C.A. V. NORTH AMERICAN MORTOR INNS, INC., RAMARA, INC..
AND ASHOKA INVESTMENTS AND MANAGEMENT SERVICES**

159. Denied. To the extent a response is required the Roosevelt Defendants incorporate by reference the preceding paragraphs as if set forth fully herein.

160 – 165. Denied. Paragraphs 160 through 165 of Plaintiff's Complaint are directed at parties other than the Roosevelt Defendants and no responsive pleading is required.

WHEREFORE, the Roosevelt Defendants request judgment in their favor and against Plaintiff together with attorneys' fees, costs, interest and any further relief deemed appropriate by this Court.

NEW MATTER

166. The Roosevelt Defendants hereby incorporate by reference the preceding paragraphs of this Answer as if fully set forth herein.

167. Plaintiff's Complaint fails to state any claim against the Roosevelt Defendants upon which relief may be granted.

168. The alleged incident was not caused by the negligence, negligence per se, recklessness, carelessness, or violation of statute, code, regulation or standard of the Roosevelt Defendants.

169. The injuries, losses, or damages suffered by Plaintiff were not proximately caused by the Roosevelt Defendants.

170. Plaintiff's claims of damages, which are specifically denied, were not proximately caused by any acts and/or omissions of the Roosevelt Defendants, their employees, servants or agents.

171. Any harm or injury suffered by Plaintiff was caused by Plaintiff's own actions and/or inactions.

172. The alleged incident was caused by the negligence, recklessness and/or carelessness of Plaintiff and/or other persons or parties other than the Roosevelt Defendants.

173. Plaintiff's actions and/or inactions were negligent and such negligence was a superseding, intervening cause of the alleged accident that bars or limits all claims by Plaintiff.

174. Plaintiff's claims are the result of acts or omissions of other individuals or entities whose acts or omissions constituted intervening and/or superseding causes over which the Roosevelt Defendants had no control and which the Roosevelt Defendants could not foresee.

175. No conduct, actions, inaction, or omissions on the part of the Roosevelt Defendants caused or contributed to Plaintiff's injuries or damages, if any.

176. The Roosevelt Defendants were not negligent, careless and/or reckless at any time material hereto.

177. Plaintiff has failed to join all indispensable parties.

178. Plaintiff's Complaint is barred or limited by the appropriate statute of limitations or statute of repose.

179. Plaintiff's Complaint is barred or limited by the doctrine of waiver, estoppel, res judicata and/or laches.

180. Plaintiff's claims are barred or limited by the doctrine of spoliation.

181. Plaintiff's claims are barred or limited by the doctrines of contributory negligence, comparative negligence, and/or assumption of the risk.

182. Plaintiff's Complaint is barred or limited by Plaintiff's failure to mitigate damages.

183. The injuries and damages complained of by Plaintiff pre-existed or are unrelated to the incident or occurrence which is the subject matter of Plaintiff's Complaint.

184. Plaintiff's claims for damages, if any, are excessive and unsupported and, therefore, must be barred or limited.

185. The Roosevelt Defendants owed no duty of care to Plaintiff.

186. To the extent that the Roosevelt Defendants owed a duty to Plaintiff, which is denied, the Roosevelt Defendants did not breach any duty.

187. A party other than the Roosevelt Defendants directed, supervised, and controlled the premises where Plaintiff was allegedly injured.

188. Any acts or omissions of the Roosevelt Defendants were not substantial causes of and did not result in the injuries and/or losses alleged by Plaintiff.

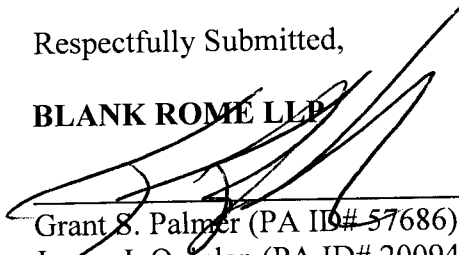
189. Plaintiff fails to state a claim under Pennsylvania's Human Trafficking Law, 18 Pa.C.S. § 3001, *et seq.*

190. The alleged causes of action contained in Plaintiff's Complaint are barred by any and all applicable affirmative defenses explicitly set forth in Pa.R.C.P. 1030(a).

WHEREFORE, the Roosevelt Defendants request judgment in their favor and against Plaintiff together with attorneys' fees, costs, interest and any further relief deemed appropriate by this Court.

Respectfully Submitted,

BLANK ROME LLP



Grant S. Palmer (PA ID# 57686)

James J. Quinlan (PA ID# 200944)

Daniel E. Oberdick (PA ID# 309767)

BLANK ROME LLP

One Logan Square

130 N. 18th Street

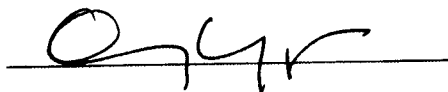
Philadelphia, PA 19103

(215) 569-5500

VERIFICATION

I, Anthony Uzzo, hereby verify that I am authorized to execute this verification on behalf of Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC, and that the facts contained in the foregoing Answer with New Matter and New Matter Crossclaims are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 P.S. §4904 relating to unsworn falsifications to authorities.

Dated: May 28, 2019

By: 

CERTIFICATE OF SERVICE

I, James J. Quinlan, Esquire, hereby certify that, on this 27th day of May 2019, I caused a true and correct copy of Defendants Roosevelt Inn LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc., and UFVS Management Company, LLC's Answer with New Matter to be served via first-class mail upon the following:

Thomas R. Kline, Esquire
Nadeem A. Bezar, Esquire
Emily B. Marks, Esquire
Kyle Nocho, Esquire
KLINE & SPECTER, P.C.
1525 Locust Street
Philadelphia, PA 19102
Attorneys for Plaintiff

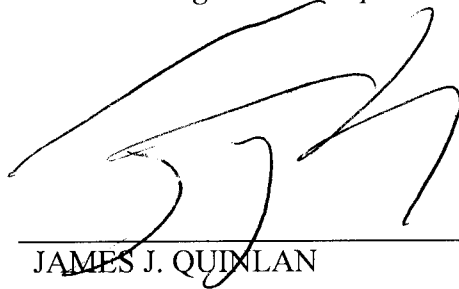
Matthew A. Goldberg, Esquire
Nathan P. Heller, Esquire
Haley D. Torrey, Esquire
DLA PIPER LLP (US)
One Liberty Place, 1650 Market St., Suite 4900
Philadelphia, PA 19103
Attorneys for Defendants, Wyndham Worldwide Corporation (k/n/a), Wyndham Destination, Inc., Wyndham Hotel Group LLC, Wyndham Hotels and Resorts LLC (k/n/a) Wyndham Franchisor, LLC and Wyndham Hotel Management Inc.

Ashoka Investments & Management Services
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San Francisco, CA 94118
Defendant

Philip D. Priore, Esquire
Brian Callahan, Esquire
MCCORMICK & PRIORE PC
4 Penn Center, Suite 800
Philadelphia, PA 19103
*Attorneys for Defendants,
4200 Roosevelt LLC and
4200 Rose Hospitality LLC d/b/a Days Inn*

John McCreesh, Esquire
LAW OFFICES OF MCCREESH, MCCREESH, MCCREESH & CANNON
7053 Terminal Square
Upper Darby, PA 19082
*Attorneys for Defendants,
North American Motor Inns Inc. and
Ramara, Inc.*

Robert T. Cohen, Esquire
TROBMAN & COHEN LLC
102 Browning Lane, Building B-3
Cherry Hill, NJ 08003
*Attorneys for Defendant,
Surati Management Group*



JAMES J. QUINLAN

KLINE & SPECTER, P.C.*Attorneys for Plaintiff*

BY: THOMAS R. KLINE, ESQUIRE/28895
 NADEEM A. BEZAR, ESQUIRE/63577
 EMILY B. MARKS, ESQUIRE/204405
 KYLE B. NOCHO, ESQUIRE/319270

1525 Locust Street
 Philadelphia, Pennsylvania 19102
 (215) 772-1000

C.A.	:	PHILADELPHIA COUNTY
	:	COURT OF COMMON PLEAS
V.	:	
	:	MARCH TERM, 2019
	:	NO.: 03355
ROOSEVELT INN LLC AND ROOSEVELT INN	:	
LLC d/b/a ROOSEVELT INN, ROOSEVELT	:	
MOTOR INN, INC., UFVS MANAGEMENT	:	
COMPANY, LLC, 4200 ROOSEVELT LLC AND	:	
4200 ROOSEVELT LLC d/b/a DAYS INN, 4200	:	
ROSE HOSPITALITY, LLC AND 4200 ROSE	:	
HOSPITALITY d/b/a DAYS INN, DAYS INN,	:	
SURATI MANAGEMENT GROUP, DAYS	:	
INN BY WYNDHAM d/b/a DAYS INN,	:	
WYNDHAM WORLDWIDE CORPORATION,	:	
WYNDHAM HOTEL GROUP, LLC,	:	
WYNDHAM HOTELS AND RESORTS, LLC,	:	
WYNDHAM HOTEL MANAGEMENT, INC.,	:	
NORTH AMERICAN MOTOR INNS, INC. d/b/a	:	
NORTH AMERICAN MOTOR INNS,	:	
RAMARA, INC., ASHOKA INVESTMENTS &	:	
MANAGEMENT SERVICES	:	
Defendants.	:	

FILED
 2019 JUN 21 PM 1:01
 OFFICE OF JUDICIAL ADMINISTRATION
 FIRST JUDICIAL DISTRICT OF PA

**PLAINTIFF'S REPLY TO NEW MATTER OF DEFENDANTS, ROOSEVELT INN LLC
 AND ROOSEVELT INN LLC d/b/a ROOSEVELT INN, ROOSEVELT MOTOR INN,
 INC. AND UFVS MANAGEMENT COMPANY, LLC**

Plaintiff C.A., by and through counsel, Kline & Specter, P.C., hereby replies to New
 Matter of Defendants Roosevelt Inn, LLC and Roosevelt Inn, LLC d/b/a Roosevelt Inn,
 Roosevelt Motor Inn, Inc. and UFVS Management Company, LLC, as follows:

166. This is an incorporation paragraph to which no response is required.

167. Denied. This paragraph is a conclusion of law to which no response is required.

A Vs Roosevelt Inn Llc And Roosevelt Inn LI-RPNMT



19030335500044

Strict proof is hereby demanded.

168. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

169. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

170. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

171. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

172. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

173. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

174. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

175. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is

required, the allegations are denied. Strict proof is hereby demanded.

176. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

177. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

178. Denied. This paragraph is a conclusion of law to which no response is required. Strict proof is hereby demanded.

179. Denied. This paragraph is a conclusion of law to which no response is required. Strict proof is hereby demanded.

180. Denied. This paragraph is a conclusion of law to which no response is required. Strict proof is hereby demanded.

181. Denied. This paragraph is a conclusion of law to which no response is required. Strict proof is hereby demanded.

182. Denied. This paragraph is a conclusion of law to which no response is required. Strict proof is hereby demanded.

183. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

184. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

185. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

186. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

187. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.

188. Denied. This paragraph is a conclusion of law to which no response is required. To the extent the allegations in this Paragraph are deemed factual in nature and a response is required, the allegations are denied. Strict proof is hereby demanded.


189. Denied. This paragraph is a conclusion of law to which no response is required. Strict proof is hereby demanded.

190. Denied. This paragraph is a conclusion of law to which no response is required. Strict proof is hereby demanded.

WHEREFORE, Plaintiff demands judgment in her favor and against the Roosevelt Defendants for sums in excess of Fifty Thousand (\$50,000.00), exclusive of prejudgment interest, costs, and damages for prejudgment delay.

KLINE & SPECTER, P.C

BY:


THOMAS R. KLINE, ESQUIRE
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
KYLE B. NOCHO, ESQUIRE

VERIFICATION

I, EMILY B. MARKS, ESQUIRE, hereby state that I am the attorney for Plaintiff in this matter and hereby verify that the statements made in the foregoing *Plaintiff's Reply to New Matter of Defendants, Roosevelt Inn, LLC and Roosevelt Inn, LLC d/b/a Roosevelt Inn, Roosevelt Motor Inn, Inc. and UFVS Management Company* are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements contained therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



EMILY B. MARKS, ESQUIRE
Attorney for Plaintiff

Date: June 21, 2019

CERTIFICATE OF SERVICE

I do hereby certify that service of a true and correct copy of the above Plaintiff's Reply to New Matter of Roosevelt Defendants was filed with the Court on June 21, 2019 and served by electronic mail to the following counsel of record:

Grant S. Palmer, Esq.
James J. Quinlan, Esq.
Daniel E. Oberdick, Esq.
Blank Rome LLP
One Logan Square, 130 North 18th Street
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James M. Brogan, Esquire
Matthew A. Goldberg, Esquire
Nathan P. Heller, Esquire
Haley D. Torrey, Esquire
DLA Piper LLP
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Philadelphia, PA 19103
*Counsel for Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and
Resorts, LLC and Wyndham Hotel Management, Inc.*

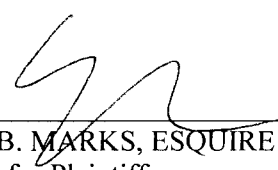
Philip D. Priore, Esquire
Brian J. Callahan, Esquire
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Four Penn Center
1600 JFK Blvd, Suite 800
Philadelphia, PA 19103
Counsel for 4200 Roosevelt LLC and 4200 Rose Hospitality, LLC d/b/a Days Inn

Jennifer Brooks, Esquire
GuideOne Insurance
P.O. Box 14503
Des Moines, IA 50306-3503
*Counsel for North American Motor Inns, Inc. d/b/a North American Motor Inns, Ramara, Inc. and
Ashoka Investments & Management Services*

John McCreesh, Esquire
Law Offices of McCreesh, McCreesh, McCreesh & Cannon
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Upper Darby, PA 19082
Counsel for North American Motors Inn and Ramara, Inc.

Robert T. Cohen, Esquire
Trobman & Cohen LLC
102 Browning Lane, Building B-3
Cherry Hill, NJ 08003
Counsel for Surati Management Group

Dated: June 21, 2019

By: 
EMILY B. MARKS, ESQUIRE
Attorney for Plaintiff

Matthew A. Goldberg (Bar No. PA-87571)
 mathew.goldberg@us.dlapiper.com
 Nathan P. Heller (Bar No. PA-206338)
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 Haley D. Torrey (Bar No. PA-319738)
 haley.torrey@us.dlapiper.com
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 One Liberty Place
 1650 Market Street - Suite 5000
 Philadelphia, Pennsylvania 19103
 Tel: 215.656.3300

*Attorneys for Defendants Wyndham
 Worldwide Corporation (k/n/a
 Wyndham Destinations, Inc.),
 Wyndham Hotel Group, LLC,
 Wyndham Hotels and Resorts, LLC,
 and Wyndham Hotel Management,
 Inc.*

C.A.,

Plaintiff,

v.

ROOSEVELT INN LLC, et al.,

Defendants

PHILADELPHIA COUNTY
 COURT OF COMMON PLEAS

CIVIL TRIAL DIVISION
 MARCH TERM, 2019
 NO.: 190303355

NOTICE OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance in the above-captioned matter on behalf of Defendants Wyndham Worldwide Corporation (k/n/a Wyndham Destinations, Inc.), Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc. Papers may be served at the address listed below.

A Vs Roosevelt Inn Lic And Roosevelt Inn LI-ENAPP



Date: June 26, 2019

Respectfully submitted,

/s/ Matthew A. Goldberg

Matthew A. Goldberg (Bar No. PA-87571)

DLA PIPER LLP (US)

One Liberty Place

1650 Market Street

Suite 5000

Philadelphia, Pennsylvania 19103

Telephone: 215.656.3300

Facsimile: 215.656.3301

*Attorneys for Defendants Wyndham Worldwide
Corporation (k/n/a Wyndham Destinations, Inc.),
Wyndham Hotel Group, LLC, Wyndham Hotels and
Resorts, LLC, and Wyndham Hotel Management, Inc.*

CERTIFICATE OF SERVICE

I certify that on June 26, 2019, a true and correct copy of the foregoing notice of appearance were served on the following counsel via first class mail:

Nadeem Bezer
Emily Marks
Kyle B. Nocho
KLINE & SPECTER PC
1525 Locust Street
Philadelphia, PA 19102

Counsel for Plaintiff

Grant S. Palmer
James J. Quinlan
Daniel E. Oberdic, Jr.
BLANK ROME LLP
One Logan Square, 130 North 18th Street
Philadelphia, PA 19103

Counsel for Roosevelt Inn LLC, Roosevelt Motor Inn, Inc., and UFVS Management Company

Philip D. Priore
Brian Callahan
MCCORMICK & PRIORE PC
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Counsel for 4200 Roosevelt LLC and 4200 Rose Hospitality LLC

Jennifer Brooks
GUIDEONE INSURANCE
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Des Moines, IA 50306

Counsel for Ramara Inc. and Ashoka Investments

John McCreesh
**LAW OFFICES OF MCCREESH,
MCCREESH, MCCREESH & CANNON**
7053 Terminal Square
Upper Darby, Pennsylvania 19082

Counsel for North American Motors Inn and Ramara, Inc.

Robert T. Cohen
TROBMAN & COHEN LLC
102 Browning Lane, Building B-3
Cherry Hill, NJ 08003

Counsel for Surati Management Group

/s/ Matthew A. Goldberg
Matthew A. Goldberg